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CURRENT TOPICS.

MR. REGINALD BROWN, K.C., has been appointed County Court Judge of Circuit No. 9, in succession to the late Judge YATE-LEE. Mr. BROWN called to the bar in 1870, and has been a member of the South-Eastern Circuit.

MR. GEORGE ARTHUR HOLME, B.A. (Oxon.), of the firm of Wynne, Holme, & Wynne, of 10, New-court, Lincoln's-inn, solicitors, has been appointed a Taxing-Master in the Chancery Division, in succession to the late Mr. RYLAND. Mr. HOLME was admitted in 1878.

THE ONLY cause lists obtainable on Thursday were those of actions for trial in the King's Bench Division. These show a total of 520 actions, as against 293 a year ago, and 570 at the commencement of the Easter Sittings. The non-jury cases number 162, the special jury cases 180, and the common jury cases 152.

A VERY sensible suggestion with regard to the naming of statutes has been made by Mr. H. L. STEPHEN in a recent letter to the *Times*. Every lawyer knows the difficulty and inconvenience which is caused by the practice of identifying statutes by the regnal year of the sovereign. The point of interest with regard to the passing of an Act of Parliament is not the regnal year, but the date according to current chronology. For the present reign, as Mr. STEPHEN points out, this will be more readily ascertained, assuming the present system continues unchanged. Thus the statutes for 1901 will be 1 Ed. VII., and since the accession of the reigning sovereign took place in February, we shall not suffer from the duplication of numbers which marks most of the statutes of the late Queen. Statutes passed before June 20th bore only a single number. The Finance Act of 1900, for instance, was 63 Vict. c. 7. But the greater number of the statutes of every session received the royal assent when the session had already extended into two regnal years, and in referring to these both had to

be quoted. Thus the Commonwealth of Australia Act, is 63 & 64 Vict. c. 12. Of course it is always possible to fix the date of the statute by adding 1837 to the first number, but the process is inconvenient. Mr. STEPHEN suggests that the name of the sovereign should be dropped entirely, and that statutes should be denoted solely by the year in which they are passed with the appropriate chapter indicating the particular statute. Thus the first statute of this session would be 1900, c. 1. We hope the suggestion will bear fruit.

A CORRESPONDENT of the *Times* calls attention to an order which it appears has just been issued by the Board of Inland Revenue to their officers, that the board do not propose to prosecute money lenders who fail to register themselves under the Money Lenders Act, 1900, and that offences of this nature need not be reported; and he regards this as a third blow at that measure, the effect of which will be to reduce it, for all practical purposes to a nullity. Previous assaults upon its efficacy he sees in an opinion said to have been given by the law officers, that a money lender may trade in any number of different names at different addresses, provided he has a different partner at each address, and is only a member of a firm; and in the recent decision of RIDLEY, J., in *Wilton & Co.* v. *Osborne* (see *ante*, p. 440), that the power of the court to give relief is limited to cases in which under the previous law relief would have been given in equity. With respect to this decision the result is just what had been anticipated ever since the Act came into operation in November last. The Legislature appears designedly to have perpetuated in moneylending cases the accepted principles of equity in preference to leaving the courts to play fast and loose with contracts according to their own conception of what is fair. The opinion of the law officers has not before, so far as we are aware, been made public, and the matter is one which would afford scope for argument if it arose for judicial decision. But it is noteworthy that while the Act requires a "moneylender" to register himself, and enacts that he "shall carry on the money lending business in his registered name, and in no other name," no specific provision is made for the case of a person who is a partner in different money lending firms, and it is quite possible that the omission has left a loophole for evasion. With respect to the decision of the Inland Revenue authorities not to constitute themselves official prosecutors for non-registration under the Act, this is probably due to the circumstance that the fees payable on registration are too inconsiderable to make the matter one of sufficient importance for the authorities to take up, in the absence of statutory instructions to that effect. Failure to register, however, renders the money lender liable on summary conviction to a fine of £100, and to enforce this liability it is not necessity to wait for the Inland Revenue authorities to act, though a prosecution cannot be undertaken without the consent of one of the law officers. Moreover, it may be suggested that the remedy for non-registration is really with the borrower. Borrowers are not utterly helpless, and they can checkmate the non-registered money lender by refusing to deal with him.

FULL as the books are of cases on the remedies of mortgagees, the subject is frequently raising new points for judicial decision. In the recent case of *Harrold* v. *Plenty* (*Times*, 23rd ult.) COZENS-HARDY, J., has held that a deposit of a share certificate by way of security without writing gives to the depositee a right of foreclosure as well as a right of realizing the security by sale. That the right of sale is incident to such a security there is no doubt, and, as appears from the recent case of *Deverges* v. *Sandeman, Clark, & Co.* (49 W. R. 167), there is no necessity to go to the court to enforce it. The depositee of shares of a fluctuating nature is entitled, after due notice to the depositor, to sell them even though no express power of sale has been conferred upon him. But to obtain a right to foreclosure there must be a deposit under such circumstances as to raise an inference of an agreement to execute a legal mortgage. Strictly speaking, foreclosure supposes that there has been a transfer of the legal estate, and the effect of foreclosure is simply to extinguish the right of redemption which equity allows to the mortgagor. "The principle upon which the court acts," said JESSEL, M.R., in *Carter* v. *Wake* (4 Ch. D., p. 606), "is that in a regular legal mortgage there has been an actual conveyance of the legal ownership, and then the court has interfered to prevent that from having its full effect, and when the ground of interference is gone by the non-payment of the debt, the court simply removes the stop it has itself put on." And it is the same where there is an express or implied agreement to execute a legal mortgage. The agreement must be performed, and foreclosure then follows as an incident of the legal ownership. The remedy by foreclosure applies therefore to a deposit of title deeds, since this is treated as an agreement to execute a legal mortgage, though, as was held in *Carter* v. *Wake*, no such agreement is implied upon a pledge of chattels, and the only remedy is by sale. In that case railway bonds were treated as chattels, and an order for foreclosure was refused. In the present case of *Harrold* v. *Plenty* COZENS-HARDY, J., has placed share certificates upon a different footing, and has held that the deposit of such certificates by way of security implies an agreement to execute a transfer by way of mortgage, and there is consequently the right of foreclosure. It may be noticed that the nature of the right of foreclosure was discussed also in *Sadler* v. *Worley* (42 W. R. 476; 1894, 2 Ch. 170), where it was held to be incident to a charge on land created in favour of debenture-holders, though it is not incident to a charge created by will: *Re Owen* (43 W. R. 55; 1894, 3 Ch. 320).

MONEYLENDERS are well known in the Law Courts, and the law relating to their transactions is gaining respectable dimensions. A case of some novelty, *Jones* v. *Humphreys*, came before the Westminster County Court on the 23rd of May. The action was brought by a moneylender to recover £24 from the defendant, a schoolmaster. The plaintiff's case was that he had lent money to one K., the defendant's assistant; that K. had assigned his salary to the plaintiff to secure the debt, and that the plaintiff was entitled to recover this salary from the defendant. It appeared that K. had borrowed £15 from the plaintiff, and had given him his promissory note for £22 10s., and had also assigned to him in writing the income payable to him from the defendant, "so far as was necessary for the payment of the £22 10s. or other sums as should become due." K. did not repay the loan; the plaintiff recovered judgment against him in the County Court of Birmingham and now brought his action against the defendant alleging that since the loan at least £24 had become due to K. for salary from the defendant. Notice of the assignment had been given to the defendant, and it was contended that the case came within section 25 of the Judicature Act, 1873. The defendant's counsel contended that the case was not within the Act—first, because the assignment was of a thing which did not exist and could not be assigned, inasmuch as the document purported to assign salary which was not due; secondly, that the assignment was invalid as it was against public policy, as K. could not exist without his salary, the whole of which was assigned by the document. The jury appear to have found that the assignment was against public policy, but the facts were not in dispute, and it is difficult to see what right they had to deal with what is a conclusion of law. The judge held that the assignment was not within the Judicature Act, on the ground that the amount which it purported to assign was not sufficiently ascertained. He might have added that it is questionable whether an assignment of part of an entire debt is within the enactment: *Durham* v. *Robertson* (1898, 1 Q. B. 765). The point left undecided is an interesting one. In bankruptcy the trustee can only claim salary earned by a bankrupt after deducting an amount sufficient to provide for his maintenance. An assignment which gives the assignee much greater rights than the trustee in bankruptcy is open to serious objection. Is a workman to pay his wages to one creditor, and be driven to incur fresh debts to maintain his family, or leave them to subsist on the charity of the public? The question may one day have to be decided.

THE EXISTING law respecting gifts by will to unincorporated associations of a *quasi*-charitable nature is well exemplified by the recent case of *Re Clarke, Clarke* v. *Clarke* (*ante*, p. 484; W. N. 1901, p. 99). Formerly testamentary gifts of land and impure personalty for charitable purposes were void, whether the trust involved an immediate application of the whole fund, or a retention of the property and an annual application of its income. Now the Mortmain and Charitable Uses Act, 1891, has legalized such gifts in all cases, and has merely prescribed a conversion of any land devised for charitable purposes, with clauses providing means whereby the conversion may be delayed in any case, and may be dispensed with altogether when the land is required for the site of a charitable institution. This leaves non-charitable gifts in the same position as before, and in their case it was settled that all immediate gifts, whether of pure personalty, impure personalty, or realty, were good if the property given came under the immediate control of the association or its governing body, so that no perpetuity was created. It follows that the only gifts of this nature which are now void are gifts which direct the capital to be retained permanently, and devote the annual income for ever to some purpose which is not charitable. Accordingly, in the case before us, it happened that a testator, being entitled to a share in his father's estate, devised and bequeathed the same "to the committee for the time being of the Corps of Commissionaires in London to aid in the purchase of their barracks or in any other way beneficial to that corps." It was held upon the evidence that the Corps of Commissionaires was not a charitable institution; and counsel for the residuary legatee thereupon contended that the gift was void as creating a perpetuity for a private purpose. Mr. Justice BYRNE, however, held that the form of the gift was such as to give complete liberty to the governing body of the association to employ it in any way they pleased. He therefore declared the bequest to be valid; and it may be observed that the result would be the same in such a case whatever was the nature of the property given, so long as the terms of the gift left it open to the donee to convert the property into money and spend it at once.

AN INTERESTING point as to the proceedings consequent upon a notice to treat has been decided by the Court of Appeal in *Ashton Vale Iron Co.* v. *Corporation of Bristol* (49 W. R. 295). A notice to treat, as is well known, constitutes no contract between the promoters or the public body by whom it is given and the landowner, and such a contract does not arise until the price of the land has been determined, whether by agreement, by arbitration, or by a jury: *Harding* v. *Metropolitan Railway Co.* (7 Ch., p. 158). But the notice to treat is, under ordinary circumstances, effectual to this extent, that it cannot be withdrawn by the promoters, and that it entitles the landowner to compel the company to proceed to have the purchase price ascertained: *Fotherby* v. *Metropolitan Railway Co.* (L. R. 2 C. P. 188). If, however, the notice is such that the landowner is not bound to accept it without modification, the result is different. It may be a notice to take part of a house or other building, so that he is entitled to serve a counter-notice on the promoters under section 92 of the Lands Clauses Act, 1845, requiring them to take the whole of the property. If such a counter-notice is served, the promoters have then the option either of assenting and proceeding with the purchase of the entirety—in which case no second notice to treat is necessary—or of withdrawing their original notice, and then, for the time being at any rate, the matter is at an end. In *Ashton Vale Iron Co.* v. *Corporation of Bristol* it was contended that this withdrawal terminated altogether the compulsory powers of the promoters in respect of the land in question, and that they were debarred from serving a fresh notice to treat. Notice to treat had been served by the defendants on the plaintiffs and had been withdrawn on receipt of a counter-notice requiring the whole of the premises to be taken. There had then been a second notice to treat for the same property, followed, as before, by counter-notice and withdrawal. A third notice to treat for the property, with some exceptions, was served, and it was the validity of this that was in question in the action. There seems, however, to be nothing to prevent the repetition of the notice to treat under such circumstances. In the view taken by the Court of Appeal, who affirmed the decision of BYRNE, J., the withdrawal of the original notice, where such withdrawal is permissible, puts an end entirely to the original notice and the proceedings arising out of it, and restores the parties to their former position. There is nothing in the Lands Clauses Acts which forbids the fresh exercise of the compulsory powers, and, provided the time for such exercise is not exhausted, a fresh notice can be given which counts for all purposes as an original notice to treat. The defendants were entitled, therefore, to serve the third notice.

THE decision of COZENS-HARDY, J., in *Baglioni* v. *Cavalli* (49 W. R. 236) affords a useful illustration of the limitation imposed upon the application of the doctrine of marshalling when the rights of successive mortgagees of two estates have to be adjusted. If estates X. and Y. are mortgaged to A., and estate X. only to B., then B. has an equity to require that A.'s debt shall be satisfied as far as possible out of Y., leaving X. clear to pay the debt due to B. "Where one person," it was said by Lord WESTBURY in *Dolphin* v. *Aylward* (L. R. 4 H. L., p. 505), "has a clear right to resort to two funds, and another person has a right to resort to one only of these two funds, the latter may say that, as between himself and the double creditor, that double creditor shall be put to exhaust the security upon which the single creditor (if I may so call him) has no claim." But this is a rule which is intended only to secure that B. shall obtain payment as against the mortgagor and volunteers claiming under him. It does not, therefore, apply when estates X. and Y., or estate Y. alone, have been mortgaged or otherwise assigned for value to C. B. then loses his right to marshall and to throw the whole of the first mortgage on Y., and, instead, that mortgage is apportioned rateably between estates X. and Y., leaving the surplus of estate X. to satisfy B.'s debt and the surplus of Y. to satisfy C.'s debt. "If," said KAY, J., in *Moxon* v. *Berkeley Building Society* (59 L. J. Ch., p. 526), "a person mortgages estates X. and Y. to A., and then mortgages or assigns estate X. to B., and Y. to C., the rights between B. and C. are to compel the payment of the first debt out of the two estates rateably, and throw it on them rateably, so that there shall be left of those estates the proper proportion for each of the separate assigns." In *Baglioni* v. *Cavalli*, the lease and goodwill of a house in which the business of a restaurant was carried on had been mortgaged to A., the lease without mention of the goodwill to B., and the lease and goodwill to C. Under such circumstances it might well be that the second mortgage would cover the goodwill although not mentioned. COZENS-HARDY, J., however, relying on *West London Syndicate (Limited)* v. *Inland Revenue Commissioners* (1898, 1 Q. B. 226), held the contrary, so that there was in effect a mortgage of two properties to A., of one to B., and then of both to C. It followed that B. was not entitled to have the whole of the goodwill exhausted by A. before the lease was touched, but that the lease and goodwill were subject to bear A.'s mortgage rateably, leaving the surplus of each for B. and C. respectively.

IT IS SINGULAR that a debenture-holder who sues on behalf of himself and other debenture-holders should be more liberally treated as regards costs if the assets are insufficient to pay all the debentures in full than if there is a surplus, yet such is the result of the recent decision of the Court of Appeal in *Re New Zealand Midland Railway Co.* (*ante*, p. 519) taken with that of COZENS-HARDY, J., in *Re Queen's Hotel, Cardiff (Limited)* (48 W. R. 567; 1900, 1 Ch. 792). If the assets are insufficient, as in the former case, then the debenture-holder gets his costs out of them as between solicitor and client; if there is a surplus, as in the latter, he is reduced to party and party costs. But the reason for the distinction is apparent. If the assets are insufficient, it is the debenture-holders alone who are interested in them. The rights of no other party have to be considered, and the court is at liberty to do what is fair under the circumstances—namely, to give to the debenture-holder who has conducted the proceedings a complete indemnity as regards his costs. The entire fund is to be divided among the debenture-holders,

and before this is done it is right that the plaintiff's solicitor and client costs should be deducted. The principle was laid down by KINDERSLEY, V.C., in *Thomas* v. *Jones* (1 Dr. & Sm. 134) with regard to a creditor's administration action. The suing creditor is entitled to his solicitor and client costs provided the estate is insolvent. But when there is a surplus, the extra costs, if they are allowed, do not come out of the pockets of the class on whose behalf the proceedings have been taken, but out of the pockets of the third party, to whom the balance goes. In the debenture-holder's action, for instance, it is now a question, not of allowing solicitor and client costs as regards other debenture-holders, but of allowing them as regards the company or subsequent debenture-holders; and this, of course, cannot be done. In proceedings to realize a mortgage the mortgagee cannot claim as against the mortgagor or subsequent mortgagees more than party and party costs. The apparent inconsistency is thus fully justified.

THE BLOCK OF BUSINESS IN THE COURT OF APPEAL.

THE Lord Chancellor has introduced in the House of Lords a Bill "to amend the Supreme Court of Judicature Acts in relation to Appeals." The Bill contains only two operative clauses, but if passed it will have a very considerable effect both in reducing the present pressure of business in the Court of Appeal, and in restoring to their former importance Divisional Courts in the King's Bench Division. Clause 1 consists of three sub-clauses. The first provides that, where a Divisional Court is constituted of not less than three judges, no appeal shall lie from any decision of that court, except by leave of that court, and where any such leave is given, the appeal shall lie to the House of Lords; by the second the appeals mentioned in the schedule—that is, (1) appeals from a judge in the King's Bench Division in matters of practice and procedure; (2) appeals under the Workmen's Compensation Acts, 1887 and 1900; (3) appeals under the Agricultural Holdings Act, 1900; and (4) appeals from the Liverpool Court of Passage—are to lie to the High Court instead of the Court of Appeal; and by the third, in the case of appeals under the Workmen's Compensation Acts, 1897 and 1900, the decision of the High Court is to be final, and leave is not to be given to appeal to any other court. Then, by the second clause, it is proposed that "nothing in section 12 of the Supreme Court of Judicature Act, 1875, shall prevent the Court of Appeal from sitting in more than two divisions when the state of business so requires."

It is notorious that during the last year the Court of Appeal has been falling very much into arrears with its work, and the primary object of the Bill is clearly to remedy this state of things. From the foregoing statement of its provisions it will be seen that the necessary relief is to be given partly by enabling the court to sit in three divisions, and partly by restoring to the Divisional Courts work of which they have in recent years been deprived. Incidentally, advantage is to be taken of the change to put a stop to the carrying of workmen's compensation cases to the House of Lords. The multiplication of divisions of the Court of Appeal is an obvious mode of working off arrears, though having regard to the difficulty which has been experienced in keeping two divisions going, the practicability of the proposal is not evident. By section 12 of the Judicature Act, 1875, which regulates the sittings of the court, appeals from final orders must be heard by not less than three judges, and appeals in interlocutory matters by two; and subject to this the Court of Appeal may sit in two divisions at the same time. There is also the further provision of section 1 of the Judicature Act, 1890, that motions for a new trial are to be heard by not less than three judges, and the special enactment of the Act of 1899 that, by consent, both appeals from final orders and motions for new trials may be heard by two judges. With regard to the judges who constitute the Court of Appeal there have been numerous provisions. At the present time the *ex officio* judges are the Lord Chancellor, the Lord Chief Justice, and the Master of the Rolls (section 4 of the Judicature Act, 1875), and the President of the Probate, &c., Division (section 5 of the Act of 1881); and the list also includes ex-Chancellors (section 1 of the Act of 1891), though, unfortunately, this source of strength is not now available. In 1881 the number of ordinary judges of the court was fixed at five (section 3 of the Judicature Act, 1881). Upon the customary constitution of the two branches of the court it is needless to dwell. When all goes well, the Master of the Rolls and the five Lords Justices make up courts No. 1 and No. 2, and the sittings are held with some regularity, subject to the too frequent recurrence of the Saturday holiday. In the not uncommon event of the absence of one or more of the members, then the vacancy is occasionally made good by bringing in one of the *ex officio* members. In this way the two branches of the court may be said under ordinary circumstances to be provided for, though the experience of the past sittings shews that the provision is by no means complete. It is to be assumed that in introducing a provision enabling the Court of Appeal to sit in three divisions the Lord Chancellor has had in mind the number of judges actually available, and though the Bill makes no provision for their increase, there may be more in the matter than appears. At any rate, should the Bill become law, the profession will watch with interest to see how the three branches of the Court of Appeal will be manned.

Possibly, however, it is not anticipated that there will be in practice any need to resort to a tripartite Court of Appeal, and it may be that the Lord Chancellor relies upon obtaining the required relief in appeal business by the transfer to the Divisional Courts of much of the work which has been recently done by the Court of Appeal. This revival of the Divisional Courts, whether it be regarded as expedient or not, is quite opposed to the whole drift of recent legislation. The Judicature Acts of 1890 and 1894 have taken away much of their work—the former Act sending all motions for new trials and the latter sending appeals in matters of practice direct to the Court of Appeal—and in creating new jurisdictions in the county court the Legislature has in the same manner passed over the Divisional Courts and given the parties a right of appeal from the county court judge to the higher tribunal. This was done in the Workmen's Compensation Act of 1897 and in the Agricultural Holdings Act of 1900. The obvious tendency of these provisions was towards the extinction of Divisional Courts, and it has been a moot point whether they served any useful end. For all the ordinary work of the King's Bench Division the decision of one judge should be sufficient, just as in the Chancery Division, and indeed a further step in this direction is proposed to be taken by the draft new rules recently issued, under which revenue cases are to be withdrawn from Divisional Courts.

The present Bill, however, entirely reverses this tendency. It restores to the Divisional Court work which has been diverted to the Court of Appeal, and it gives to the lower tribunal additional importance by making appeals from it lie in certain cases direct to the House of Lords. In estimating the probable effect of the proposed changes, workmen's compensation cases must be classed by themselves. For the last two years these have formed no inconsiderable part of the business of the Court of Appeal, and some half-dozen of them have gone up to the House of Lords, with the result that the decisions of the Court of Appeal have been in nearly every instance held to proceed upon too narrow a construction of the Act of 1897 and have been reversed. This business it is now proposed to put on a special footing. Appeals will be heard by a Divisional Court, and whatever may be the number of judges, whether two or more, their decision will be final. The next point to be noticed is that appeals from a judge in the King's Bench Division in matters of practice and procedure are to lie, as they did before the Judicature Act, 1894, to a Divisional Court, and not to the Court of Appeal, but this must be taken in connection with the provision that where a Divisional Court is composed of not less than three judges an appeal shall lie only by leave of the Divisional Court, and on such leave granted shall lie to the House of Lords. It may be that it is intended to have a Divisional Court of three judges to deal with appeals on points of practice and other matters which have hitherto gone to the Court of Appeal, and then the provision just referred to will be operative and the only possible subsequent appeal will be to the House of Lords. Otherwise the return to the Divisional Court as the first

tribunal of appeal will simply mean the reintroduction of the intermediate appeal which it was the object of the Act of 1894 to abolish. For all that appears to the contrary, appeals from a Divisional Court of two judges will lie to the Court of Appeal save only in cases under the Workmen's Compensation Act. In these cases, however important be the point in dispute, the decision of the two judges will be final.

We have referred above to the practical difficulty in the way of giving effect to the proposal that the Court of Appeal shall be enabled to sit in three branches. No provision is made for securing judges to constitute the third court. The same objection applies to the imposing of additional duties on Divisional Courts. The judges in the King's Bench Division already have their time sufficiently occupied, and to shift work to them from the Court of Appeal simply means that, while arrears are cleared off in the latter court, they will grow in the King's Bench Division. The Bill in fact contemplates the creation of two new appeal courts—a third branch of the Court of Appeal and a Divisional Court of three judges of the King's Bench Division, but in each case the work of the additional courts is to be done by existing judges. Practically it seems that the scheme of the Bill will only upset the King's Bench Division in order to give relief to the Court of Appeal. This is clearly wrong, and if it is really intended to have a third branch of the Court of Appeal, definite arrangements should be made to secure a proper complement of judges, and there will then be no necessity for setting up Divisional Courts once more as an inferior kind of appellate tribunal in the King's Bench Division. The natural course is to leave to each judge of that division the undivided responsibility for the work which comes before him, and to give an appeal from his decision to the Court of Appeal. It may be that it will still be expedient to retain Divisional Courts for some purposes, but the proposal to add to their duties is a proposal in the wrong direction. So far as we are aware, the Bill has been launched without any statement from the Lord Chancellor of the effect which it is expected to have, and his explanation will be awaited with interest. But in its present shape it is one which will require very careful consideration.

PENDING LEGISLATION.

SUPREME COURT OF JUDICATURE (APPEALS).

A BILL intituled an Act to amend the Supreme Court of Judicature Acts, in relation to Appeals.

Be it enacted, &c.:

1. *When decision of Divisional Court to be final.*] (1.) Where a Divisional Court of the High Court is constituted of not less than three judges, no appeal shall lie from any decision of that court, except by leave of that court, and where any such leave is given the appeal shall lie to the House of Lords.

(2.) The appeals mentioned in the schedule to this Act shall lie to the High Court instead of to the Court of Appeal.

(3.) In the case of appeals under the Workmen's Compensation Acts, 1897 (60 & 61 Vict. c. 37) and 1900 (63 & 64 Vict. c. 22), the decision of the High Court shall be final, and leave shall not be given to appeal to any other court.

2. *Divisions of Court of Appeal.*] Nothing in section 12 of the Supreme Court of Judicature Act, 1875 (38 & 39 Vict. c. 77), shall prevent the Court of Appeal from sitting in more than two divisions when the state of business so requires.

3. *Short title and commencement.*] (1.) This Act may be cited as the Supreme Court of Judicature (Appeals) Act, 1901, and may be cited with the Judicature Acts, 1873 to 1894.

(2.) This Act shall come into operation on the first day of October one thousand nine hundred and one.

SCHEDULE.

APPEALS TO BE HEARD BY A DIVISIONAL COURT.

1. *36 & 37 Vict. c. 66, s. 50, and 57 & 58 Vict. c. 16, s. 1 (4).*] Appeals from a judge in the King's Bench Division in matters of practice and procedure.

2. *60 & 61 Vict. c. 37, Sched. II., r. 4.*] Appeals under the Workmen's Compensation Acts, 1897 and 1900.

3. *63 & 64 Vict. c. 50, s. 2 (6).*] Appeals under the Agricultural Holdings Act, 1900.

4. *56 & 57 Vict. c. 37, s. 10.*] Appeals from the Liverpool Court of Passage

REVIEWS.

BOOKS RECEIVED.

Introduction to Medical Jurisprudence. By WILLIAM MCCALLIN, M.D., B.Ch., Barrister-at-Law. Bailliere, Tindall, & Cox. 4s. net.

The Digest of the *Cape Law Journal*, Vols. I. to XVII., containing most of the Decisions of the Superior Courts of South Africa for the Past Seventeen Years, 1884-1900, with which is incorporated an Index of the *Cape Law Journal* for the Same Period and Cross-references to all other recognized Law Reports of South African Courts. By W. H. SOMERSET BELL, Attorney of the Supreme Court of the Cape of Good Hope and of the High Court of the Transvaal. London: Witherby & Co. Price £2 2s. net.

CORRESPONDENCE.

THE NEW RULE OF THE SUPREME COURT AS TO SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am pleased to notice the introduction of a rule providing a summary proceeding to enable clients to obtain particulars and delivery of securities held by solicitor. Personally, I regret that such a rule should have become necessary, but I think it would be a mistake if the profession, of which I am a member, shewed any signs of opposition to the principle of the rule, though its details (with which I am not familiar) may be open to criticism.

I have always made it a practice to furnish to clients particulars of all securities held for them, and to offer delivery of documents, and if the profession had adopted the same practice no such rule would have been necessary. I hope that such a rule, if passed, will tend to solicitors acting in what I believe is the proper scope of their duties, and I think that such a practice (without a rule to enforce it) would have prevented the scandals which have occurred, and the want of confidence which undoubtedly exists. A. E. WARD.

7, King-street, Cheapside, London, May 28.

THE LARCENY BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The terms of the above Bill, which are set out on p. 479 of your issue of the 11th of May, do not in my opinion cover (sub-section (*b*)) the case where property is received by a person direct from another person, and not necessarily "intrusted."

Sub-section (*a*) deals with property intrusted by one person to another, and fraudulently dealt with by such other.

Sub-section (*b*) deals with property received by one person "for or on account of" another person and fraudulently converted.

These words "for or on account of" would seem to imply, received *from a third person* "for or on account of" the true owner, and are not sufficiently explicit to cover property received from the true owner himself.

I would therefore suggest that the words of sub-section (*b*) should run as follows: "or (*b*) having, either solely or jointly with any other person, received any property *from* or for or on account of any other person," &c. T. ROTHWELL HASLAM.

47, Moorgate-street, London, May 24.

THE FATHER OF THE PROFESSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I only returned home last month after six months' absence, otherwise I should have noticed the quotation in your columns from the *Daily Telegraph* to the effect that the late Mr. Macauley was the oldest member of the English bar, his call being the 16th of June, 1835.

No doubt the writer of the article in the *Telegraph* was referring to the 1900 Law List when he said that Mr. Macauley's name appeared in the current issue. No such name is in the edition published a few weeks ago; but nothing turns upon this, as in the 1901 List there are not only two members of the bar whose call goes back to 1835 (Mr. W. A. G. M. Hake and Mr. A. G. Saunders), but there is one gentleman who was called in 1833 (Mr. F. C. Belfour), which quite disposes of the claim of the late Mr. J. Macauley.

More than once I have explained in your columns that, from the outset of my career in the other branch of the profession (from which I have now practically retired), I made notes on this subject, mainly owing to my having come across an old gentleman, some thirty years ago, who had actually taken out seventy-five certificates. But I must not discuss the past beyond explaining why I continue to be interested in this topic.

Let me once more remind your readers that, as far as is known, my

old friend Mr. Oehme, who has taken out his certificate for 1901 and who was admitted in 1831, has been longer on the rolls than any existing English solicitor. If I am wrong, I shall be much obliged to anyone who will kindly correct me. Once a solicitor always a solicitor, and there may be men who have ceased to take out certificates who were admitted before 1831.

Speaking generally, lawyers seem to be long-lived men. I have a good many personal friends still practising who are octogenarians. I ought not, however, to occupy your space by introducing a fresh problem. FRANCIS K. MUNTON.

Montpelier House, Twickenham, May 29.

[We should be glad to hear about the octogenarian practitioners.—ED. *S.J.*]

CASES OF LAST SITTINGS.

House of Lords.

KEIGHLEY, MAXSTED, & CO. *v.* DURANT. 20th May.

PRINCIPAL AND AGENT — UNDISCLOSED PRINCIPAL—RATIFICATION—AGENT PURPORTING TO ACT FOR HIMSELF—UNAUTHORIZED ACT.

This case was heard in March last, and was an appeal from an order of the Court of Appeal (48 W. R. 676; 1900, 1 Q. B. 629) directing a new trial. The action was brought by the respondents against the present appellants to recover damages for breach of contract in failing to take delivery of wheat. One of the defendants in the action, Roberts, had, in his own name and without disclosing any principal, by contracts in writing purchased wheat from Durant without in fact having authority from any third party to do so. It appeared, however, that he intended to apply to the appellants, Keighley, Maxsted, & Co., to adopt the contracts, which they afterwards expressed their willingness to do. The question was whether Keighley, Maxsted, & Co. could ratify the contracts made by Roberts. Day, J., held there could be no ratification, and directed that a verdict and judgment should be entered for the defendants, the present appellants. The Court of Appeal (Collins and Romer, L.JJ., A. L. Smith, M.R., dissenting), on the other hand, directed a new trial, holding that ratification could take place, although the intending agent did not disclose at the time that he was acting for another.

THE HOUSE (Earl OF HALSBURY, L.C., and Lords MACNAGHTEN, SHAND, DAVEY, JAMES OF HEREFORD, BRAMPTON, ROBERTSON, and LINDLEY) allowed the appeal.

Earl of HALSBURY, L.C., said: In this case there is no dispute as to facts. Roberts made a contract on his own behalf, and upon no principle known to the law could the present appellants be made parties to that contract. [His lordship referred at some length to the judgments of the majority in the Court of Appeal, and continued:] I agree with A. L. Smith, M.R., that, as a long line of authorities have decided, the contracts made by Roberts, not professing a purporting to be made for anyone except himself, cannot be ratified by Keighley, Maxsted. & Co. so as to make them parties to the contract with Durant & Co. The other noble and learned lords concurring, the decision of the Court of Appeal was reversed. —COUNSEL, *Carver*, K.C., *Danckwerts*, K.C., and *Montague Lush*; *Robson*, K.C., *Scrutton*, K.C. SOLICITORS, *Chester*, *Broome*, & *Griffithes*, for *Holden*, *Sons*, & *Hodgson*, Hull; *Thorowgood*, *Tabor*, & *Hardcastle*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

High Court—Chancery Division.

ELLIMAN & CO. (LIM.) *v.* CARRINGTON & SON (LIM.) AND OTHERS. Kekewich, J. 15th May.

CONTRACT NOT TO RETAIL GOODS SUPPLIED BY PLAINTIFF BELOW A CERTAIN PRICE—RESTRAINT OF TRADE.

The plaintiffs in this action were the proprietors of Elliman's Embrocation. In order to prevent what is known in trade as "cutting" prices, the plaintiffs, before delivering their goods, made the purchasers sign agreements by which they undertook not to retail the goods below a certain price, and to obtain from any person to whom they supplied the goods to sell again an agreement in similar terms. Amongst the wholesale purchasers from the plaintiffs were the defendants, who signed the agreement in the usual course. The plaintiffs' case was that the defendants, in breach of such agreement, had neglected or refused to obtain from certain retailing firms to whom they supplied the embrocation agreements as stipulated, and that thereby such retail dealers were enabled to sell the plaintiffs' goods below the fixed price. The plaintiffs claimed an injunction and damages. Counsel contended that the contract was unenforceable as being in restraint of trade, and that it interfered with the right of the individual to carry on his business in his own way: *Hilton* v. *Eckersley* (4 W. R. 326, 6 E. & B. 47). An agreement merely for the purpose of raising prices was not enforceable: *Urmston* v. *Whitelegg* (63 L. T. N. S. 455, 55 J. P. 453).

KEKEWICH, J., said: In one sense, no doubt, the contention that this is a contract in restraint of trade is quite true, because the purchaser is not at liberty to sell the goods at what price he pleases. But the plaintiffs are not bound either to sell or manufacture the article at all, and the question of price is entirely a matter for their own consideration. Nor can it be said that the moral or legal ideas which once attached to the sale of corn can apply to embrocation. And as the plaintiffs were at liberty to fix the price in their sales to the defendants, so there seems no reason why they should not also stipulate that the defendants should resell upon the same terms. This question whether an owner selling his goods is entitled to fix the price is not touched by the well-known authorities quoted, and to base the argument upon public policy is to ride an exceedingly high horse. The defendants have broken their contract by not obtaining a similar agreement from the persons to whom they resold the goods, and they must bear the consequences. It is not a case for an injunction, as the plaintiffs have the remedy in their own hands by refusing to supply the defendants with any more goods. They must pay the sum of 20s. by way of damages. —COUNSEL, *Renshaw*, K.C., and *E. Ford*; *Warrington*, K.C., and *Austen-Cartmell*. SOLICITORS, *Dalston*, *Son*, & *Elliman*; *Robbins*, *Billing*, & *Co.*, for *Chas. Mills*, Oldham.

[Reported by H. CLAUGHTON SCOTT, Barrister-at-Law.]

LOPEZ *v.* CHAVARRI. Farwell, J. 20th May.

PRACTICE—SERVICE OUT OF THE JURISDICTION—CO-DEFENDANT WITHIN THE JURISDICTION—"ACTION PROPERLY BROUGHT"—R.S.C. XI. 1 (*a*).

Motion to set aside order giving leave to serve a defendant with notice of writ out of the jurisdiction. The plaintiffs were A., the liquidator of a Spanish firm, and L., claiming as a purchaser from A. The defendants were C., a member of the firm, since deceased; an English company having its registered office in London and carrying on a mining business in Spain; and the widow of C., whom it was sought to serve. Litigation had taken place in Spain between the firm and the company as to certain mines leased by the firm from the company, and in February, 1896, A. as liquidator executed a power of attorney authorizing C. to come to London to arrange a compromise. C. accordingly entered into an agreement of the 20th of February, 1896, with the company, by which (*inter alia*) he was appointed a director of the company and received 3,000 shares therein, and the firm were to deliver certain property to the company, and ore already gotten from the mines was to be shipped by C. on payment of certain royalties to the company. The plaintiffs, alleging that they were unable to get information of this agreement until 1899, brought the action in January, 1900, claiming an injunction to restrain C. from dealing with the shares and the company from registering any such dealing, and also claiming the transfer of them to L. and delivery up of the ore or payment of its value to L., and damages for conversion of the ore and other relief. C. died in March, 1900, and on the 21st of December, 1900, the plaintiffs obtained an order for leave to serve notice of the writ on his widow and administratrix living in Spain, on the ground that she was "a necessary or proper party to an action properly brought against" the company "duly served within the jurisdiction": ord. 11, r. 2 (*g*). The defendants contended that the action was not *bonâ fide*, and that the company was made a party solely with the view of bringing C.'s widow to England, and not in the belief that the plaintiffs had any good cause of action against the company. The plaintiffs, who had obtained an *interim* injunction, maintained that the power of attorney was confined to England, and did not authorize the company to permit C. to ship the ore in Spain, even though this was done in pursuance of the agreement; that the action was properly brought in England to establish their title to the shares, and that C. (and now his widow) being a necessary party for this trial, it would be unreasonable to increase the expense by taking a separate action in Spain in respect of the ore.

FARWELL, J., said that the action as to the shares depended on questions of fact as to what happened in Spain and on questions of Spanish law, and he could find no question of anything having happened in England or of English law. As to the ore, it was properly shipped under the agreement, and there was no plausible cause of action as against the company: see *per* Lindley, L.J., in *Witted* v. *Galbraith*, 41 W. R. 395; 1893, 1 Q. B. 577, 579. As to the shares and the question arising on ord. 11, r. 1 (*g*), the plaintiffs' contention was a misapprehension of the rules which would destroy the discretion of the court. The court was bound to consider whether it was more likely that the true ends of justice would be served in an English or a Spanish court. Here all the parties resided in Spain, and the dispute was a foreign one depending on foreign law. The existence of the English company was material, but not sufficient by itself to exclude the discretion. The question of expense was material, but was outweighed in the circumstances of the present case. The parties must try their dispute in the proper tribunal—viz., a Spanish court. The order would be discharged and all proceedings against the widow subsequent to the conditional appearance entered by her be set aside, the defendant company undertaking to appear to any action in the matter taken by the plaintiffs in Spain.—COUNSEL, *W. H. Upjohn*, K.C., and *W. E. Vernon*; *C. E. E. Jenkins*, K.C., and *A. F. Peterson*. SOLICITORS, *Hays*, *Schmettau*, & *Dunn*; *Ashurst*, *Morris*, *Crisp*, & *Co.*

[Reported by W. H. DRAPER, Barrister-at-Law.]

BURROWS *v.* LANG. Farwell, J. 10th, 11th, 13th-16th May.

EASEMENT — WATERCOURSE — POND — UNINTERRUPTED FLOW — RIGHT TO WATER CATTLE—PRESCRIPTION—"TEMPORARY"—"PRECARIOUS"—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 6.

Action. The plaintiff was the owner in fee simple of the Cwm Farm, in the parish of Shirenewton, Monmouth, and the defendant was the owner of the Lower Cwm Mill and certain adjacent lands adjoining the plaintiff's property. The western boundary of the defendant's land was the main stream of the Castroggy Brook, the water of which had many years ago been diverted an led through an open duct or watercourse into a pond (referred to below as the pond at A.), the duct and pond being on what

was now the defendant's property but the pond abutting for about fifty-five yards on the plaintiff's land. In 1884 the contractor making the Severn Tunnel, with the assent of all parties interested, laid earthenware pipes in the course of the duct to within about fifty yards of the pond, in which pipes the water had since run. At the point of diversion from the main stream there was a sluice, and the water from the pond at A. could be drawn off by means of a bye-wash before reaching the mill; when not so drawn off the water ran through a pipe to the mill-pond and thence over the water-wheel into the mill-race, rejoining the main stream below the mill by means of a culvert under a highway which bounded the defendant's property. For many years prior to 1886 the ownership of the two properties was one and the same, but in that year the farm was conveyed to the plaintiff and subsequently the mill to the defendant. The plaintiff, who was now contending that he had the right to compel the defendant to keep the pond full of water, and, in the alternative, that he had the right to water his cattle whenever there was water there, and that such a right would pass under the general words of section 6 of the Conveyancing Act. 1881, alleged that the pond at A. had for over a century been used by the occupiers of the Cwm Farm for watering cattle, and claimed that the watercourse was a continuous easement necessary and convenient for the use of his property, and that the right to have an uninterupted flow of water down the watercourse and to water his cattle passed by his conveyance by virtue of the Act. The defendant, who denied the right, had prior to the action placed a fence round the pond at A. on the boundary of his property, thereby preventing the access of the plaintiff to the pond, and he further alleged that he had the right to obstruct the flow of water from the main stream into the pond. The plaintiff claimed an injunction to restrain the defendant from obstructing the flow of water from the Castroggy Brook into the watercourse and pond at A. so as to interfere with the plaintiff's easement or otherwise to interfere with the right of the plaintiff or his tenant of watering cattle in the said pond and otherwise using the water for the purposes of the Cwm Farm, and for an order on the defendant to remove all obstructions placed by him or by his order in or across the said watercourse which prevented water from the Castroggy Brook flowing into the said pond; and also claimed damages. On behalf of the defendant it was argued that no such easement or right as the plaintiff claimed could exist: *Wood* v. *Waud* (3 Ex. 748), *Arkwright* v. *Gell* (5 M. & W. 203). *Watts* v. *Kelson* (19 W. R. 338, L. R. 6 Ch. 166), *Birmingham Banking Co.* v. *Ross* (36 W. R. 914, 38 Ch. D. 295), *Rameshur Pershad Narain Singh* v. *Koonj Behari Pattuk* (4 A. C. 121), *Hanna* v. *Pollock* (1898, 2 Ir. Rep. 549; 1900, 2 Ir. Rep. 671).

FARWELL, J., after explaining the facts of the case, said that the plaintiff's conveyance contained no express words relating to any rights of water, but he relied on the general words of section 6 of the Conveyancing Act. There was no actual watering-place on the plaintiff's property at the time of the conveyance to him, but in consequence of the natural formation of the ground cattle in his orchard could, and occasionally did, drink at the pond when it was reasonably full, as it often was. Owing to the porous nature of the soil the pond had required repairing to prevent the water being lost, and there was evidence to shew that the cattle would injure the bottom of the pond by trampling. This was material because the right of the defendant to divert the stream for his mill was subject to the rights of the lower riparian owners to have the water returned to the natural stream practically undiminished, and in this case these rights were valuable. The questions were, firstly, whether the plaintiff had the right to compel the flow of water into the mill-pond, so as to get the benefit of watering his cattle and drawing water from the orchard; and, secondly, whether, if he had not got the larger right, he had at any rate the right to take water for the purposes of his cattle from the orchard if and so far as there should be any water in the pond. Light was thrown upon the first question by the judgment of Cotton, L.J., in *Birmingham Banking Co.* v. *Ross* (*ubi supra*) and by *Rameshur Pershad Narain Singh* v. *Koonj Behari Pattuk* (*ubi supra*) and the statement of Parke, B., in *Greatrex* v. *Hayward* (8 Ex. 291). Considering all the circumstances, and especially the fact that this was an artificial watercourse through porous land and used solely for mill purposes, could it be inferred that there had been an intention to grant the right to compel the miller to send down water whether he wanted it or not, and, further, was the watercourse made for a temporary purpose or not? In his lordship's opinion, it was not meant to be a new and permanent alteration in the face of nature, and therefore was "temporary" within the authorities. And, following what was said in *McEvoy* v. *Great Northern Railway Co.* (1900, 2 Ir. Rep. 325, 333), he could draw no presumption of a grant for the plaintiff's benefit from the fact that the water abutted on his land. He held, therefore, that no right had been shewn to compel a continuous flow of water into the pond. Serious consequences would result from holding the contrary, for it would impose upon the miller the burden of keeping the hatch in repair and of having a man to control it, and expose him to serious liabilities towards the lower riparian owners. As to the question of the right of the plaintiff to use the water if and when it was there, his lordship would have been glad to help the plaintiff, but it was a right inconsistent with the easement claimed. An easement must be *nec per vim nec clam nec precario* (Lord Coke quoting Bracton). "Precarious" was that which depended on the will of another person. Such a right as that claimed by the plaintiff seemed to be unknown to the law and therefore could not pass under section 6 of the Conveyancing Act. The plaintiff's claim therefore failed, and the action would be dismissed with costs.—COUNSEL, *J. G. Butcher*, K.C., and *D. Stewart Smith*; *W. H. Upjohn*, K.C., and *F. Hoare Colt*. SOLICITORS, *T. White & Sons*, for *J. C. Llewellin*, Newport, Mon.; *Warriner & Co.*, for *Davis, Lloyds, & Wilson*, Newport, Mon.

[Reported by W. H. DRAPER, Barrister-at-Law.]

THE SHIELDS, WHITLEY, AND DISTRICT AMALGAMATED "MODEL" BUILDING SOCIETY *v.* ROBERT RICHARDS AND THOMAS WILLIAM ROCHESTER. Cozens-Hardy, J. 10th May.

PRACTICE—COUNTY COURT—JURISDICTION IN EQUITY—MORTGAGE—FORECLOSURE—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 67 (3) and 68.

This was a motion asking on behalf of the plaintiff society that an action for foreclosure ordered to be transferred by a county court judge to the Chancery Division of the High Court might be retransferred to the county court, or in the alternative for an account and for foreclosure sale. It appeared from an affidavit filed on behalf of the plaintiff society that on the 4th of December, 1896, the defendant Robert Richards had mortgaged to the society a piece of land at South Hylton, in Durham, to secure £675; and that by a memorandum of the same date he agreed with the society that in consideration of their completing their advance to the amount of £575 he would forthwith commence to build six houses on the mortgaged land, and he consented to the society retaining the balance of £100 until the said houses were ready for roofing. None of the said houses were ever built, and the sum of £100 was never advanced to him. On the 31st of July, 1899, the society received notice that the equity of redemption had been conveyed to the defendant William Rochester. By various payments made by the defendants to the society, the amount of the debt was reduced, so that at the date of the commencement of the action it stood at £461 11s. 10d. Action was brought on the 7th of January, 1901, in the county court of Durham, held at Sunderland, claiming payment of the amount then due, and in default foreclosure and possession of the said premises; such action was heard by the county court judge on the 21st of March, neither of the defendants appeared, but the judge decided that as the amount of the mortgage under which the plaintiffs claimed originally exceeded £500, the matter was beyond the jurisdiction of the county court, and ordered the said action to be transferred to the Chancery Division of the High Court. The amount of £461 11s. 10d. was the amount owing at the date of the motion. No appearance was made on behalf of the defendants.

COZENS-HARDY, J., made the order for retransfer to the county court.—COUNSEL, *O. Leigh Clare*. SOLICITORS, *Williamson, Hill, & Co.*, for *Whitehorn & Son*, North Shields.

[Reported by W. MORRIS CARTER, Barrister-at-Law.]

DAMPER *v.* BASSETT. Joyce, J. 6th to 9th, 21st May.

EASEMENT—RIGHT OF WAY—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), ss. 2, 3, 4—UNITY OF POSSESSION BY TENANT.

The plaintiff, Sarah Rachel Damper, as owner of Springhill Farm, Penshurst, Kent, brought this action for trespass against Elizabeth Bassett, owner of the adjoining property, known as Holt's Farm. The defendant admitted the act complained of as constituting the trespass, but justified it as being done in exercise of a private right of way which he claimed under the Prescription Act over the plaintiff's property. The trial occupied several days, and much conflicting evidence as to user was adduced. It was proved, however, that between the years 1877 and 1899 one George Ashby had been tenant both of Springhill Farm and of Holt's Farm, and the plaintiff pleaded that this fact defeated the defendant's right to claim under the Prescription Act.

JOYCE, J., said it was proved at the trial that from 1877 to 1899 George Ashby was tenant of both the tenements, and during the unity of possession thereby created there existed, during these years no easement as of right. The cases of *Only* v. *Gardiner* (4 M. & W. 496) and *Battishill* v. *Reed* (18 C. B. 696) have not been overruled, and he considered himself bound by them. Leave to amend by pleading immemorial user was asked by the defendants at a very late stage in the proceedings, and as the admission of such a plea would have necessitated a material alteration in the plaintiff's case, permission must be refused. The plaintiffs were entitled to an injunction and nominal damages of one shilling.—COUNSEL, *Hughes*, K.C., and *Boxall*; *Younger*, K.C., and *Church*. SOLICITORS, *Starling & Wright*; *Prior, Church, & Adams*, for *Gorham, Warner, & Sons*, Tonbridge.

[Reported by H. CLAUGHTON SCOTT, Barrister-at-Law.]

***Re* BILHAM. BUCHANAN *v.* HILL.** Joyce, J. 3rd April.

WILL—CONSTRUCTION—SURVIVING—SURVIVING BY STOCK.

Originating summons. By the will dated the 10th of November, 1853, of Frances Bilham, who died on the 23rd of December, 1857, the testatrix gave one-third of the income of a money fund to her daughter Mary for life, and after her death one-third of the capital to the children of such daughter whom she might leave her surviving and having attained or who should attain twenty-one, share and share alike. The testatrix made a similar gift to her daughter Charlotte and her children, and also to her daughter Emily and her children. There followed a gift over in these terms. "And in case of the decease of any or either of my said three daughters without leaving any lawful issue them or her surviving who have then attained or may hereafter live to attain the age of twenty-one years, then I give the dividends and interest of the share of the said stock and moneys hereby given to my said daughters so dying unto my surviving daughters in like manner as the dividends and interest hereinbefore given to them for their respective lives; and after their decease I give the capital, stock, and moneys aforesaid unto and amongst the children of my said surviving daughters who may then have attained or shall thereafter live to attain the age of twenty-one years, such children taking amongst them the share in such stocks and moneys only in which their parent had an interest." Then there was an ultimate gift over as follows: "And in case

of the decease of all my said daughters without either of them having lawful issue who shall have attained or thereafter live to attain the age of twenty-one years, then my will is that my brother's children, if any of them be then living, or otherwise my next-of-kin shall have and take amongst them in equal shares all my capital stocks in the moneys and funds aforesaid." The testatrix's daughter Charlotte died first—namely, in 1888, leaving two children who attained twenty-one, but both of them died before the month of December, 1900. The testatrix's daughter Mary died in the year 1899, leaving two children, both of whom are still living. Last of all died the testatrix's daughter Emily, in the month of December, 1900, without leaving any issue her surviving, although she had had issue (among other children) a daughter Florence, who attained twenty-one and died a spinster in the year 1889. The question to be determined was who, upon the death of Emily, became entitled to her share.

JOYCE, J., after stating the facts as above, continued: Here we have a settlement of a third share upon each of the daughters and her children, with a gift over of the share of such of them as may die in a certain contingency—namely, without leaving issue her surviving who attain twenty-one—unto the testatrix's surviving daughters, practically in the same manner as their original shares, with an ultimate gift over to third persons to take effect in the contingency of all the testatrix's said daughters dying without leaving issue who attained twenty-one. Now, whatever the effect of this will might have been in the absence of the ultimate gift over (*Re Benn*, 29 Ch. D. 839), it is clear, I think, having regard, if necessary, to the ultimate gift, that the word "surviving" with respect to daughters in the gift over cannot be read in its literal or natural sense: *Waite* v. *Littlewood* (8 Ch. App. 70), *Re Benn* (29 Ch. D., at p. 845), *Wake* v. *Varah* (2 Ch. D. 348). But the shares being all settled, the actual decision in *Lucena* v. *Lucena* (7 Ch. D. 255) does not apply. At the death of Emily there was no actually surviving daughter of the testatrix, and the only one who survived by her children or issue was Mary. The case, then, is precisely that put by Cotton, L.J., in *Lucena* v. *Lucena* at p. 269: "The fact of shares being settled, and the fact of the ultimate gift over being only to arise in the event of a failure of all children and issue who are objects of the testator's bounty, are circumstances each of which may properly be relied on as shewing that 'survivors' is not to receive its strict construction. . . . If, with the gift over standing as it does, there had been no settlement of the daughters' shares, we are of opinion that the word 'surviving' would not have received its strict construction, and must have been construed 'other'; and our opinion is that the circumstance of the shares of some of the children named in the will being settled is not sufficient to give to the word 'surviving,' as a matter of construction, the meaning of 'survivors' in person or in issue taking an interest under the will, though that would have been the effect of the gift to survivors if the shares of all the children, and not of some only, had been settled." Under the circumstances of the present case it is, I think, immaterial whether the survivorship be by children or issue. The issue of Charlotte did not survive Emily any more than Emily's daughter Florence did, and it would in my opinion be a strange result to admit the deceased children of Charlotte while excluding Florence, the child of Emily. The decision of the Irish Court in the case of *O'Brien* v. *O'Brien* (1896, 2 Ir. R. 459) was very properly pressed upon me. I have read more than once the very voluminous judgments in that case. They contain many passages the reasoning of which I am unable to follow, and with other passages I cannot agree. The truth is, that in many cases where the word "surviving" is reported to have been read as "others," all the stocks were in fact surviving, and it was really, I think, upon that ground that the court decided as it did. The decision to which I have come, recognizes the idea of survivorship in the use by the testatrix of the term "surviving daughter" and does less violence to the words she has used than if I followed *O'Brien* v. *O'Brien*, and read "surviving" merely as "others," without considering whether the other daughters did or did not survive in any sense of the word. The result is that in my opinion the the children of Mary are alone entitled to the one-third of which Emily received the income during her life.—COUNSEL, *Borthwick; Crossfield; A. Whitaker; Bovill.* SOLICITORS, *Routh, Stacey, & Castle; G. C. Hobbs; C. W. Bird.*

Reported by H. CLAUGHTON SCOTT, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **TAYLOR.** C.C.R. 18th May.

CRIMINAL LAW—OBTAINING MONEY BY FALSE PRETENCES—FRIENDLY SOCIETY—MEMBER IN ARREAR WITH SUBSCRIPTION—ARREARS PAID UP BY OFFICER OF THE SOCIETY—HE TAKES NECESSARY STEPS TO PLACE MEMBER'S NAME ON SICK LIST—OFFICER APPLIES PAY TOWARDS SATISFYING DEBT.

Case stated by the chairman of the Worcestershire Court of Quarter Sessions upon the trial of an indictment against Herbert Taylor, the defendant, at the April quarter sessions, who was tried on an indictment for obtaining money by false pretences under the following circumstances: He was an officer of the Court of the United Friendship Branch of the Bromsgrove District of the Ancient Order of Foresters Friendly Society, and it was his duty, on the application of any member for sick pay, to visit that member to satisfy himself that he was entitled to sick pay, and then to take the proper steps to obtain it for him. Taylor had been paying the arrears of a member of the society named Bennett, until the latter owed him £3. Considerable correspondence had taken place between the defendant Taylor and Bennett's wife about this debt, and MRS. Bennett wrote on one occasion that her husband was suffering from a bad cold. She did not, however, nor did anyone else, make any application for sick pay for him, but the defendant took the necessary steps to place Bennett's name on the list of persons entitled to sick pay, and received from the treasurer, on two occasions, £1 for twelve days of such pay. He did not, however, pay the money over to Bennett or his wife, but applied the money in satisfaction of the sum which Bennett owed him. The chairman directed the jury that it was immaterial that personally Taylor made no representation to the secretary or treasurer, but that the fact of his falsely pretending or representing that Bennett was entitled to sick pay when he was not (if the jury so found), and by this pretence or representation getting his name inserted in the list would be sufficient in law to sustain the indictment. The jury brought in a verdict of "guilty." The question for the opinion of the court was whether the false representation by Taylor to the secretary, upon which an order for payment was made to the treasurer, was in law a false pretence by Taylor to the treasurer.

THE COURT (Lord ALVERSTONE, C.J., MATHEW, WILLS, GRANTHAM, and BIGHAM, JJ.), without calling on counsel for the prosecution, held that the question was one of fact for the jury. They had found that such a representation was made to the treasurer, and the court could not say that there was no evidence upon which the jury could so find. The appeal against the conviction therefore failed.—COUNSEL, *F. F. Daldy; Stamford Hutton.* SOLICITORS, *Wainwright & Co.*, for *J. W. Clulow*, Brierley Hill, Staffordshire; *Robbins, Billing, & Co.*, for *Wm. Waldron*, Brierley Hill.

[Reported by ERSKINE REID, Barrister-at-Law.]

REX *v.* **COSNETT.** C.C.R. 18th May.

CRIMINAL LAW—OBTAINING GOODS BY FALSE PRETENCES—DEPOSIT—CHEQUE FOR BALANCE GIVEN WHEN GOODS WERE REMOVED—CHEQUE DISHONOURED.

Case stated by the deputy-chairman of the Worcestershire Quarter Sessions on the trial of an indictment against Thomas Cosnett, the defendant, at the April quarter sessions. The indictment charged the defendant with obtaining 1 ton 5 cwt. of iron from the prosecutor by false pretences. The prosecutor was a farmer, and had on his premises a quantity of old iron, which the defendant agreed to buy from him for £1 17s. The sum of 10s. was paid on account. No part of the iron was taken away then, but on the following day the defendant called with a pony and cart, accompanied by another man. He left the man to finish loading the cart, and went with the prosecutor to his house and there gave him a cheque for the balance of the purchase-money, telling the prosecutor that the cheque would be all right, as he had a banking account at the Tewkesbury Bank on which the cheque was drawn, and mentioning certain influential persons in the neighbourhood, some of whom the prosecutor knew. The cheque was dishonoured, and it was proved that though the defendant had at one time had a small account at the bank, it had been closed by order of the managers, and that due notice of the closing of the account was communicated to the defendant. The jury found, in answer to the questions put to them, (1) that the intention of the parties was that the iron should remain the prosecutor's property till the whole of the purchase-money had been paid; (2) that the prosecutor had not parted with possession or control of the goods at the time when the cheque was tendered; (3) that the defendant was aware that his banking account had been closed in October, 1899, and that the cheque which he drew would not be honoured; (4) that the prosecutor parted with the iron by reason of the false statements made to him with reference to the banking account and cheque; (5) that the defendant intended throughout to defraud the prosecutor; and they accordingly returned a verdict of "guilty." The question for the opinion of the court was whether, upon the facts and the findings of the jury, the defendant was rightly convicted. For the defendant it was contended that there was no evidence that the defendant obtained the iron by means of false pretences, as the property had already passed when the cheque was tendered. If any offence had been committed it was the offence of obtaining credit by means of fraud within the mischief of section 13 (i.) of the Debtors Act, 1869, and *Reg.* v. *Jones* (1898, 1 Q. B. 119) was cited and relied on.

THE COURT (Lord ALVERSTONE, C.J., and MATHEW, WILLS, GRANTHAM, and BIGHAM, JJ.), without hearing counsel for the prosecution, dismissed the appeal.

Lord ALVERSTONE, C.J., said counsel for the appellant had argued that there was no evidence to support the first, second, and fourth findings of the jury. It was not suggested that the payment of ten shillings was sufficient to entitle the defendant to the goods, but it was argued that the property had passed before the payment of the balance. In his opinion there was evidence on which the jury could rightly find as they had done. The loading of the cart by the man while payment was being arranged was not intended to be a parting with possession by the prosecutor of the goods.

The remainder of the Court concurred.—COUNSEL, *Sherwood; J. B. Matthews.* SOLICITORS, *A. A. Maund*, Worcester; *Robbins, Billing, & Co.*, for *Curtler, Davis, & Curtler*, Worcester.

[Reported by ERSKINE REID, Barrister-at-Law.]

GRAHAM & SONS *v.* **THE COMMISSIONERS OF WORKS AND PUBLIC BUILDINGS.** Div. Court. 21st and 22nd May.

PRINCIPAL AND AGENT—CONTRACT MADE BY PUBLIC SERVANT OF CROWN—LIABILITY OF COMMISSIONERS OF WORKS AND PUBLIC BUILDINGS TO SUE AND BE SUED.

This was an appeal upon a point of law on the pleadings in the action, raised by the defence and traversed by the reply. The action was brought to recover damages for breach of contract and for the wrongful conversion of plant and building materials. The plaintiffs were builders and

contractors and alleged that the defendants were a corporation under 15 & 16 Vict. c. 22, and 37 & 38 Vict. c. 84. By an indenture dated the 11th of September, 1899, made between the plaintiffs and the defendants, the plaintiffs contracted to erect for the defendants a certain building—viz., a post office, according to the specifications and conditions therein in consideration of the sum of £5,743. The plaintiffs alleged that in performance of their contract they commenced to erect the said post office, but that the defendant on the 2nd of January, 1901, served upon the defendants a notice wrongfully repudiating the contract and preventing the plaintiffs performing the same, and that the defendants entered upon the land upon which the said building was being erected and wrongfully seized the plant and building materials thereon belonging to the plaintiffs. The plaintiffs claimed as damages the sum of £2,074 10s. 4d. By paragraph 1 of the statement of defence the commissioners pleaded as follows: "The defendants object that no claim in this action can in any event be maintained against them upon the contract alleged and that the plaintiffs can put forward such claim only (if at all) by petition of right. The defendants are a corporation under and subject to the provisions of and with the powers conferred by 14 & 15 Vict. c. 42, 15 Vict. c. 28, and 37 & 38 Vict. c. 84, and not further or otherwise. The contract mentioned in the statement of claim was entered into by the defendants as servants and agents of the Crown and on behalf of the Crown as a department of the Government and not otherwise." By paragraph 1 of the reply the plaintiffs traversed the above paragraph of the defence, and alleged that the said contract was entered into by the defendants as principals, and, further, they alleged that the defendants were a corporation to all intents and purposes. The question of law for the determination of the court was the one raised by the above pleas. For the commissioners it was contended that where any servant of the Crown contracted on behalf of the Crown no action could be maintained against such servant in respect of such contract, and that the statutes by virtue of which the commissioners became incorporated did not confer upon them the power of suing and being sued except for certain specific purposes. Precise words were necessary to take away a prerogative of the Crown. The following cases were cited: *Dunn* v. *Macdonald* (45 W. R. 355; 1897, 1 Q. B. 555), *Gidley* v. *Lord Palmerston* (3 Br. & B. 275), *Palmer* v. *Hutchinson* (6 A. C. 619, 30 W. R. Dig. 138), *Cushing* v. *Dupuy* (5 A. C. 409), *Re Nathan* (12 Q. B. D. 461, 28 W. R. Dig. 33), *Reg.* v. *McCann* (16 W. R. 397, L. R. 3 Q. B. 141). For the plaintiffs it was contended that the contract was not made on behalf of the Crown, but by the commissioners as principals, and that by 37 & 38 Vict. c. 84, s. 2, the commissioners were "a corporation for all intents and purposes," which purposes included the purposes of suing or being sued: *Churchward* v. *The Queen* (L. R. 1 Q. B. 173).

THE COURT (RIDLEY and PHILLIMORE, JJ.) gave judgment for the plaintiffs.

RIDLEY, J., in giving judgment, said the matter depended upon the general principle that an officer of the Crown was not liable to be sued in respect of a contract made by him as agent of the Crown, and the question was whether the Commissioners of Works in this case were acting as agents of the Crown or not. There were several decisions on the point. In *Gidley* v. *Lord Palmerston* it was decided that an action did not lie against the Secretary of State for War by a retired clerk in the War Office for his pension, although the Secretary of State had received the money applicable to that purpose. In *Dunn* v. *Macdonald* it was held that there was no liability on the Commissioner of the Oil River Protectorate who had engaged the plaintiff to serve under him, inasmuch as he had made no express contract on his own behalf, and it was further held that he was not liable on any implied warranty of authority to enter into the contract. Lopes, L.J., in that case said: "The liabilities of public agents, on contracts made by them in their public capacity, are on a different footing from the liabilities of ordinary agents in their contracts. In the former case, unless there is something special which would be evidence of an intention to be personally liable, an agent acting on behalf of a Government is not liable for breach or a contract made in his public capacity, even though he would by the terms of the contract be bound if it were an agency of a private nature." No such relation in the present case existed between the commissioners and the contractors as existed between the parties in *Gidley* v. *Lord Palmerston*, as this was a case in which the defendants expressly contracted for themselves. That being so, they must be treated as liable under the contract.

PHILLIMORE, J., in delivering judgment to the same effect, said: The Crown could not be sued, nor could it be sued indirectly by suing a servant acting as agent of the Crown. Such a person was no more liable than the Crown itself. But it was desirable and convenient in business that persons who contracted with the Crown should have the power of appealing to the law courts without the formalities of a petition of right. For that purpose certain officials had been established, who, though they acted on behalf of the Crown, could sue and be sued upon contracts made by them on behalf of the Crown. There was no reason why in this case the commissioners should not belong to that class. The mere fact of incorporation conferred on them the privilege of suing and imposed on them the liability to be sued. There was a general liability upon the commissioners to be sued, though the Crown property, if they had any, could not be seized. Judgment for the plaintiffs.—COUNSEL, *Sir R. B. Finlay* A.G., and *G. R. Askwith*; *Scott Fox*, K.C., and *A. Strahan*. SOLICITORS, *The Treasury Solicitor*; *Van Sandau & Co.*, for *Mills & Co.*, Huddersfield.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

FULLERS (LIM.) (Appellants) *v.* SQUIRE (Respondent). Div. Court. 14th May.

FACTORY—WORKSHOP—MANUAL LABOUR—"ADAPTING FOR SALE OF ANY ARTICLE"—FACTORY AND WORKSHOP ACT, 1878, s. 93.

This was a case stated by G. L. Denman, Esq., metropolitan police magistrate sitting at Marlborough-street police-court, who convicted the appellants on an information preferred against them by Elizabeth Squire, an inspector of factories and workshops, for that they did within the meaning of the Factory and Workshop Acts, 1878 to 1895, unlawfully employ one Ada Simmonds after the legal period of employment. By section 93 of the Factory and Workshop Act, 1878, the expression "workshop" means, *inter alia*, "any premises, room, or place, not being a factory within the meaning of this Act, in which premises, room, or place or within the close or curtilage or precincts of which premises, any manual labour is exercised by way of trade or for the purposes of gain in or incidental to the following purposes or any of them—that is to say: (*a*) In or incidental to the making of any article or part of any article, or (*b*) in or incidental to the altering, repairing, ornamenting, or finishing of any article, or (*c*) in or incidental to the adapting for sale of any article, and to which or over which premises, room, or place the employer of the persons working therein has the right of access or control." The appellants, wholesale and retail manufacturers of bonbons and confectionery, carried on a wholesale business at a factory at Hammersmith, and, amongst other places, had a retail shop at 206, Regent-street. At this shop the ground and first floor were used for the sale of sweets and bonbons and also as tea rooms. On the 19th of December, 1900, Simmonds was employed by the defendants at their premises at Hammersmith from 8 a.m. until noon, and afterwards on the ground and first floor at Regent-street from 1 p.m. on the 19th to 3 a.m. on the 20th, where she was engaged in packing and arranging in layers in cardboard boxes and ornamental hampers an assortment of bonbons and sweetmeats, placing lace paper between each layer, tying up the boxes and hampers with fancy ribbons, with a view to rendering the same more attractive to purchasers. The magistrate found as a fact that such work was work requiring the exercise of skill and taste. On behalf of the appellants it was contended that the employment of Simmonds by the appellants was not manual labour exercised by way of trade or for purposes of gain in or incidental to any of the purposes set out in section 93. The magistrate held that that portion of the premises in which Simmonds was so engaged was a workshop within the meaning of section 93, and that Simmonds was employed contrary to the provisions of the Factory and Workshop Acts. The question for the opinion of the court was whether on the above facts and findings the magistrate was right in convicting the appellants.

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE, J.) dismissed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said the case was very near the border line. What the court had to consider was whether there was no evidence on which the magistrate could have come to the conclusion he did. There was no doubt that the work Simmonds did came within the words of section 93. By her work boxes of sweetmeats were being adapted for sale. The magistrate was entitled to think on the evidence before him that what was being done on the premises was not being done as an incident of the shop business. It was impossible to say there was no evidence on which the magistrate could come to the conclusion he had formed, and the appeal must therefore be dismissed.

LAWRANCE, J., concurred. Appeal dismissed with costs.—COUNSEL, *J. Walton*, K.C., and *Giveen*; *Sutton*. SOLICITORS, *Beaumont & Son*; *Solicitor to the Treasury*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

THE MARQUIS OF BRISTOL *v.* THE COMMISSIONERS OF INLAND REVENUE. Div. Court. 8th May.

REVENUE—STAMP—FAMILY ARRANGEMENT—CONVEYANCE ON SALE—CONSIDERATION—AD VALOREM STAMP—STAMP ACT, 1870 (33 & 34 VICT. c. 97), ss. 70, 71—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 2, SUB-SECTION 1 (B).

Case stated by Commissioners of Inland Revenue raising the question whether certain deeds executed by the Marquis of Bristol, and embodying a family arrangement, constituted a sale for the purposes of stamp duty. There were three deeds in all, and the adjudication had been accepted by the appellant, the Marquis of Bristol, as regards the first of them. As to the other two deeds, the Inland Revenue Commissioners contended that they should bear an *ad valorem* duty of 10s. per cent. as being a conveyance on sale. The appellant contended that the transaction carried out by the deeds was a family arrangement, and consequently was not subject to an *ad valorem* duty. In 1898 the mortgages on the so-called unsettled estates were all consolidated into one mortgage for £62,000, and it was part of the arrangement that it should take place as from the 1st of July, 1897. Part of the arrangement on the consolidation was that the appellant should be released from his covenants in the mortgage, and indemnified against them by Captain Frederick Harvey, who was himself to enter into covenants with the mortgagees to pay the mortgage money and interest, he being also one of the mortgagees. That was to be in consideration of the conveyance of the equity of the redemption to Captain Harvey. The first deed was one effecting the release and substituting Captain Harvey as covenantor. The next was a simple conveyance of the equity of redemption. Under the third deed both the settled and unsettled estates were, as it were, thrown together, to be under one management during the lifetime of the appellant. The deed gave substantially to the appellant a certain income for life, and settled the rest of the interest in the property. Under these circumstances it was submitted on behalf of the appellant that *ad valorem* stamp duty was not payable, and his counsel cited the following cases: *Foster* v. *Commissioners of Inland Revenue* (1894, 1 Q. B. 516), *Re Doe* (*Deceased*), *Manifold* v. *Diamond* (4 B. & C. 243), *Massey* v. *Nanney* (3 Bing. N. S. 478), *Waring* v. *Ward* (7 Ves. 332), and *Attorney-General* v. *Hawkins* (1901, 1 Q. B. 285). On behalf of the Crown it was submitted that, though a family arrangement, it was a sale.

THE COURT (KENNEDY and PHILLIMORE, JJ.) held that the Crown in this case was right; that the deeds constituted a conveyance on sale; and, therefore, *ad valorem* stamp duty was payable. [It was said the amount of duty claimed had been paid, and an application for a stay of execution as to costs pending appeal was granted.]—COUNSEL, *Danckwerts*, K.C., *Montague Lush*, and *W. B. Coltman*; *Sir R. B. Finlay*, A.G., *Vaughan Hawkins*, and *S. A. T. Rowlatt*. SOLICITORS, *Crowders, Vizard, & Oldham*; *Solicitor of Inland Revenue*.

[Reported by ERSKINE REID, Barrister-at-Law.]

PICKFORD (Appellant) *v.* **CORSI** (Respondent). Div. Court. 8th May.

PAWNBROKERS—UNLAWFUL PAWNING—CONVICTION FOR LARCENY—LIABILITY TO FURTHER PROCEEDINGS UNDER SECTION 33 OF THE PAWNBROKERS ACT, 1872 (35 & 36 VICT. c. 93).

This was a case stated by Haden Corser, Esq, metropolitan police magistrate, who dismissed an information, dated the 18th of January, 1901, preferred by the appellant, a licensed pawnbroker, against Antonio Corsi, the respondent, under section 33 of the Pawnbrokers Act, 1872, charging that he, the respondent, had knowingly and designedly pawned with the appellant two rings being the property of one Constance L. Biddulph, the respondent not being employed or authorized by the said C. L. Biddulph to pawn the same. The following facts were proved or admitted: On the 5th of January, 1901, the respondent pledged with the appellant two rings for £6 then advanced by the appellant to the respondent on the security thereof, which rings had been stolen by the respondent at the "Avenue Studios," where he was employed as an artist's model, and which were the property of the said Constance L. Biddulph. On the 16th of January, 1901, the said C. L. Biddulph charged the respondent at the Westminster police-court with stealing the said two rings on a day prior to the 5th of January, 1901. The respondent was convicted, and was thereupon bound over by recognizance in the sum of £10 to come up for judgment if called upon. The appellant declining to give up the said rings, the said C. L. Biddulph on the 16th of January, 1901, issued against the appellant a summons under 2 & 3 Vict. c. 71, s. 27, for unlawfully refusing and neglecting to deliver the said two rings to her. This summons was heard on the 22nd of January, 1901, when the appellant was ordered to deliver the rings to C. L. Biddulph on payment by her of the sum of £3, and in compliance with the said order the appellant delivered the rings to C. L. Biddulph, and received £3 from her. The respondent had not repaid the sum of £6 advanced by the appellant on the security of the rings nor any part thereof. It was contended for the appellant that the conviction for larceny of the said rings did not prevent the respondent being proceeded against under section 33 of the Pawnbrokers Act, 1872. No one appeared for the respondent. The magistrate was of opinion that the respondent, having been convicted of larceny of the rings, was not liable to be convicted of another criminal offence in respect of the same property and upon the same facts as those proved upon the conviction for larceny. Further, that the offence under section 33 of the Pawnbrokers Act, 1872, was a criminal offence, inasmuch as a penalty is awarded, and the fact of a court of summary jurisdiction having the power, in addition to imposing a penalty, to award to the pawnbroker any sum not exceeding the full value of the pledge did not constitute a civil remedy merely for the purpose of recouping the pawnbroker for any loss he might have sustained. The magistrate, therefore, dismissed the information. The question for the court, therefore, was whether the respondent having been convicted of larceny of the rings was thereby discharged from liability to proceedings under section 33 of the Pawnbrokers Act, 1872.

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE, J.) allowed the appeal.

Lord ALVERSTONE, C.J., in giving judgment said that the magistrate ought to have entertained this case. The Pawnbrokers Act was passed not only for the protection of owners of goods, but also for the protection of pawnbrokers. The offence was knowingly and designedly pawning goods which are the property of somebody else. It would seem strange, if in a case where goods have been stolen before they have been pawned, that the pawnbroker should lose his right to such remedy as the section gives him because the ownership of the goods had been proved not to be that of the man who pawned them. It would require express words in an enactment to make it an answer to a different offence to say that there had been a previous conviction in respect of the depriving of another owner of the property in those goods. The learned magistrate ought to have dealt with the charge, and the case would be remitted to him. Appeal allowed.—COUNSEL, *Avory*, K.C., and *C. L. Attenborough*. SOLICITORS, *Attenborough & Son*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

The report for 1900 of the Comptroller-General of Patents, Designs, and Trade-Marks, which has just been issued, shews a falling off in the number of applications in respect of patents. The highest point was reached in 1897 with 30,952; in 1899 there were only 25,800, and in 1900 23,922. The applications for designs, which were 22,849 in 1896, were 19,495 in 1899, and dropped to 16,952 last year. The applications for trade-marks numbered 8,927 in 1899, and 7,937 in 1900. The applications from England and Wales have decreased from 15 354 in 1899 to 13,775 in 1900, and those from Germany have decreased from 2,921 to 2,631, and for France from 1,031 to 946.

LAW SOCIETIES.

LAW ASSOCIATION.

The eighty-fourth annual general court of the Law Association for the Benefit of Widows and Families of Solicitors in the Metropolis and Vicinity was held at the hall of the Incorporated Law Society on Thursday, the 23rd of May, 1901, the vice-president, Mr. Charles Burt, being in the chair, and a number of the directors and members being present, including Mr. Frederick Foss, Mr. Daw, Mr. Peacock, Mr. Nisbet, Mr. Bolton, M.P., Mr. Vallance, Mr. Cronin, Mr. Toovey, Mr. Ram, Mr. Gardiner, and others.

The chairman of the board of directors for the past year, Mr. Frederick Foss, in proposing the adoption of the directors' report and statement of accounts for the past year, called attention to the continued prosperity of the association, the accounts shewing an increase of income and of the invested funds, while the membership had been still further increased, and the total number of life and annual subscribers was now greater than in any previous year. At the same time the directors had received more applications for assistance in the past year than in the previous year, and had expended £1,051 10s. in relief of members and non-members, and their widows and orphans. Many of these were of very advanced age, and it was an inestimable boon to them to feel that by the assistance of this association they were enabled to pass their declining years in comparative comfort and freedom from care. The chairman, in support of the motion, expressed the desire of the directors to carry out the objects of the association to the best advantage of the less fortunate members of the profession practising in London; and their labours during the past year amply proved that there was plenty of work for them in London without interfering with the operations of any other association. He said that the association had during its existence distributed £88,000 and possessed funds of the value of £44,000.

The report and accounts were then adopted and the officers were elected for the ensuing year. A hearty vote of thanks was accorded to Mr. Sidney Smith on his retirement from the treasurership, which he had held jointly with Mr. Laurence Desborough for sixteen years; and Mr. Daw was elected a treasurer in his place. Mr. Francis Travers Birdwood and Mr. Sidney Smith were elected directors in addition to those holding office during the past year.

THE LAW LIFE INSURANCE SOCIETY'S NEW OFFICES.

Could the shade of Dr. Johnson but revisit the old haunts in which the great lexicographer so much delighted, he would scarcely know his beloved Fleet-street. In common with most of the city's leading thoroughfares, it has felt the hand of improvements to such an extent that it has almost been transformed altogether out of it's old self. The whole of the southern side either has been, or will shortly be, remodelled, and the frontages set back to give the much-needed extra width to the thronged and narrow roadway, whilst on the north side the older houses, dating from a period not much later than the Great Fire of 1666, are rapidly disappearing. The last of the old houses which survived the fire, with the exception of the so-called Palace of Henry VIII. on the other side, were pulled down but a year or two since. They will be recollected as standing next to the church of St. Dunstan's in the West on the eastern side, whilst the offices of the Law Life Insurance Society flanked the building on the other. These latter had stood there since the year 1838, and the erection of the offices was among the earliest improvements of the last century which are yet extant. Everybody is familiar with the Tudor front, with its oriel windows, which, at a time when architecture was in anything but a flourishing condition, took the place of other and less dignified buildings. The society were happy in their choice of an architect, for they secured the services of Mr. George Shaw, who also at about the same date built the church, the picturesque tower of which is the handsomest feature of Fleet-street.

More than sixty years ago, then, the Law Life set an example in street frontage which, fortunately, has been very widely followed in the erection of the offices of assurance and other commercial companies. For many years the original building sufficed for the needs of the office, but with the increase of business and the change in the methods under which insurance business is conducted, its limits had for some years been too confined for its requirements. The only possible method of extending the company's premises was by building upon the adjoining forecourt, as it might be called, in front of the church on the western side of the tower. Such building could do no possible harm, for it could not, as the result has shewn, injure the effect of the tower—the only part of the church, by the way, particularly deserving of encomium. And the tower, in fact, is the only part of the building actually touched by the society's premises, for the clerestory and other windows are many feet, or yards, distant. Indeed, the window placed in the church a few years ago at the instance of the Cordwainers' Company in commemoration of Izaak Walton, so far from suffering, as was anticipated, has actually been improved, for it has been found possible to remove the iron network which formerly blocked out the light; the window has been cleaned and a reflector fixed, by the aid of which the colour and brightness of the window have been marvellously assisted. Of course, to build over the forecourt a faculty from the Consistory Court was necessary, and this, after the usual delays in such matters—and the improvement from first to last has taken about four years to carry to completion—was granted; but permission to build a vicarage on the other forecourt, which would have balanced the architectural effect, was refused.

The addition to the association's premises has been carried out by Mr. W. E. Clifton, F.R.I.B.A., F.S.I., who, by the way, had a particularly

difficult task to perform, for it must be remembered that the work of the office had to be carried on whilst the new building was proceeding. The upper part of the structure had, therefore, to be supported whilst the ground floor and basement piers were rebuilt, and portions of the outer walls underpinned. He has repeated the oriel window, which was the leading feature of the original front, and has, in addition, pierced a couple of windows on each side of the oriels, old and new, on both floors, whereby, without detracting from the appearance of the building, the lighting of the board room and other apartments in the front has been greatly improved. At first sight the oriel would appear to contravene the Building Act, which does not permit of any projection beyond a foot in advance of the frontage, but as a matter of fact the society had not built up to the line of their property in Fleet-street, formerly marked by the iron railings which have now been removed.

The great advantage derived from the addition to the premises consists in the enlargement of the general office, the capacity of which has been almost doubled. This is, of course, on the ground floor, and is entered from the new entrance lobby. This has been removed from the centre to the western end of the old facade. The office is brilliantly lighted, in part by the skylight which covers the new portion; but the feature which strikes one is the very handsome oak panelling in the Tudor style, the design of which is taken from the hall of one of the city companies. The fireplace is a particular beautiful piece of work with its overmantel with carved pilasters of bold design and large mirror. The clock is also in a finely-carved oaken case, and the desks and other fittings are all in keeping. The manager's room on the same level and fronting Fleet-street is also new, and supersedes the little den in the corner of the general office which he formally occupied. A new doctor's room, also oak panelled, has been provided in place of that at the top of the building which hitherto had to serve.

In the basement additional strong rooms have been provided, and the distance to which they extend beneath the actual roadway in Fleet-street is somewhat surprising. Here also is the furnace which heats the hot water apparatus running throughout the building, and which has replaced the open fires of the old building; and an additional furnace which, constantly alight, effectually keeps every suspicion of moisture away from the lower part, and as a consequence, from the entire building. The accountant's office here has also been increased by the addition of an extra room, and owing to the use of prismatic pavement lights combined with the windows fronting the street, the illumination is most brilliant. The walls of the various rooms on this floor are lined with glazed tiles of an ornamental design.

On the first floor the board room has been improved by the two additional windows on either side of the oriel already referred to, and oak has been substituted, as everywhere else in the newer portion, for the old grained deal panelling. Then on the floor above a new committee room has been built and a directors' retiring room. The additional portion of the building has not been carried above the second floor, although the faculty gave the power to bring it to the level of the older part, which has a third floor. But the office did not urgently need the space which would have been given by the additional storey, and as opposition was threatened on the part of some of the occupants of premises on the opposite side of the street, the elevation was left as it now stands. From an æsthetic point of view this is to be regretted, for the architectural effect would certainly have been greatly improved had the sky line been of the same level throughout.

However, as it is, the society has a building which forms an artistic feature of the architecture of Fleet-street, and when the newness of its Portland stone pilasters, bold scroll-work, carved ornament, and white Suffolk brick has been mellowed by the kindly hand of time, the effect will be even yet more pleasant. It is not too much to say that the office, for its size, is one of the show offices of London amongst kindred places, whilst the accommodation for the growing business of the society has, in the more essential parts of the building, been well-nigh, if not actually, doubled.

LEGAL NEWS.

CHANGES IN PARTNERSHIP.

Dissolution.

Edmund Hall Cheese and Henry Arthur Sealy Bridge, solicitors (Edmund Cheese & Bridge), Hay, Kington, and elsewhere. Jan. 1. [*Gazette*, May 24.

GENERAL.

At a congregation of the University of Oxford, held on the 24th ult., the degree of D.C.L. was conferred on Sir F. Pollock, Corpus Professor of Jurisprudence.

Maitre Labori, who defended Captain Dreyfus at Rennes, will, says the *St. James's Gazette*, be in London during this week. He is to be entertained at dinner at the Carlton Hotel by a number of English admirers and friends.

A bill in the windows of the first floor of 37 and 38, Lincoln's-inn-fields announces, says the *Daily News*, that the chambers until lately occupied by Messrs. Soames & Edwards, solicitors, are to let by the London County Council "for a short period." The grand mansion (for such it originally was) was built in the reign of Charles II. for the Earl of Lindsey, from the designs of Inigo Jones. The right-hand room on the first floor was taken by Charles Dickens as the scene in "Bleak House" of the murder of Sir Leicester Dedlock's lawyer, Mr. Tulkinghorn, but the painted ceiling was thoughtlessly covered with whitewash a few years ago.

It is announced that Mr. W. H. Rowe, the Deputy-Assistant-Paymaster-General for Supreme Court business, has been appointed Assistant-Paymaster-General for such business, in succession to Mr. T. Lewis, retired; and that Mr. T. H. Sharp, a principal clerk in the same department, has been appointed Deputy-Assistant-Paymaster-General, in succession to Mr. Rowe.

At the Worcester police-court on the 27th ult., says the *Times*, Mr. A. H Halford, clerk to the city justices, was charged with the misappropriation of money received in connection with his private practice. The amount of the defalcation on which the charge is based is nearly £2,000. Formal evidence was given, and the accused was remanded, bail being allowed in two sureties of £1,000 each. Mr. Halford was appointed magistrates' clerk three years ago, previous to which he had acted as deputy-clerk.

The question of the legal right of women to wear long skirts that trail upon the ground has at last got into court, says the *Albany Law Journal*. The case was that of *Smith* v. *Kingston City Railroad Co.*, decided by the Appellate Division of the New York Supreme Court. It appears that the plaintiff, Mrs. Smith, while alighting from one of the defendant company's cars, caught her dress on the platform and was dragged a considerable distance and injured, as she alleged, by the sudden starting of the car before she had been able to disentangle herself. It was claimed on behalf of the defence that the plaintiff was herself negligent in that she travelled upon the car wearing a dress so long that it would be likely to catch upon such appliances as were necessarily extending above the platform. The Appellate Division held that a woman was entitled, not only to wear long skirts, but to an allowance of time sufficient to enable her not only to step off the car but to clear her skirts in case they should be caught upon any obstruction.

A correspondent of the *Times* says that the committee of King's Bench Judges, consisting of Mr. Justice Wright, Mr. Justice Kennedy, Mr. Justice Channell, and Mr. Justice Phillimore, recently appointed to consider and report upon the working of the assize system at present in operation, has now completed its report. Their lordships have had to solve the problem of how, by some rearrangement or alterations, a certain number of judges (seven or eight being the suggested number) may always remain in London during the continuance of the various assizes, so that the business of the King's Bench Division may not be brought to a comparative standstill through the absence of the judges on circuit, as is now generally the case during certain times of the year. The report, with the proposals of the committee of the judges above-named, will be submitted to a full meeting of the judges next week. The suggested alterations, even if agreed to, cannot come into operation before the winter assizes in January next at the earliest.

At a meeting of the Court of Common Council, held on the 23rd ult., the Officers' and Clerks' Committee brought up a report on the duties and emoluments of the office of Coroner of London and Southwark, which will become vacant on Midsummer Day by the retirement on a pension of £600 a year of Mr. S. F. Langham, who has held the office since 1884. They stated that since 1887 extra duties had devolved upon the City Coroner, and the source of his emoluments had been slightly varied by the Fire Inquests Act, 1888. Mr. Langham had latterly been receiving £1,190 per annum, of which £1,035 was paid by the corporation and £155 by the London County Council. From that he had to pay for the services of a deputy when required and for a permanent clerk. It was decided, on the recommendation of the committee, that one person should be appointed to the joint office of Coroner for the City and for Southwark, that candidates should be members of either the legal or the medical professions and should not be more than fifty years of age, that the gentleman elected should become a subscriber to the pension fund and should retire at the age of sixty-five, that the salary of City Coroner should be £1,000 a year, in addition to the salary, £155, of the Southwark coronership, paid by the county council, and that the committee should be empowered to select three candidates for the final choice of the court.

The following are the arrangements made for hearing probate and divorce causes during the ensuing Trinity Sittings—viz., Undefended matrimonial causes will be taken on Tuesday, the 4th, Wednesday, the 5th, Thursday, the 6th, Friday, the 7th, Monday, the 10th, and Tuesday, the 11th of June, and each Monday during the sittings after motions. Common jury causes will be taken on and after Wednesday, the 12th of June. Probate and defended matrimonial causes for hearing before the court itself will be taken after the common juries are finished, and may also be taken in Court II., after the 15th of June, when Admiralty cases are not appointed to be heard. Special jury cases will be taken on and after Thursday, the 4th of July. Divisional Courts will be formed to sit on Tuesday, the 2nd of July, and Tuesday, the 6th of August. Motions will be heard in court on Monday, the 10th of June, at 11 o'clock, and on each succeeding Monday during the sittings; and summonses before the judge will be heard at half-past 10 on Saturday, the 8th of June, and on each succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30. The papers for motions on Mondays must be left in the contentious department of the principal Probate Registry at Somerset House before 2 o'clock on the preceding Wednesday.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[Advt.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, June	3	Mr. Jackson	Mr. Farmer	Mr. Greswell	Mr. Church
Tuesday	4	Pemberton	Godfrey	W. Leach	King
Wednesday	5	King	Farmer	Greswell	Church
Thursday	6	Church	Godfrey	W. Leach	King
Friday	7	W. Leach	Farmer	Greswell	Church
Saturday	8	Greswell	Godfrey	W. Leach	King

Date.		Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, June	3	Mr. Pugh	Mr. Beal	Mr. Pemberton	Mr. Carrington
Tuesday	4	Carrington	R. Leach	Jackson	Pugh
Wednesday	5	Pugh	Beal	Pemberton	R. Leach
Thursday	6	Carrington	R. Leach	Jackson	Beal
Friday	7	Pugh	Beal	Pemberton	Godfrey
Saturday	8	Carrington	R. Leach	Jackson	Farmer

CIRCUITS OF THE JUDGES.

The following Judge will remain in Town:—DARLING, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1901.		N. Eastern.	S. Eastern.	Oxford.	Midland.	Western.	N. Wales, Chester and Glamorgan.	S. Wales and Chester.	Northern.
Commission Days.		Lt. C.J. of England. Bruce, J.	Mathew, J. Lawrance, J.	Day, J. Bigham, J.	Wright, J. Phillimore, J.	Wills, J. Kennedy, J.	Grantham, J.	Channell, J.	Ridley, J. Bucknill, J.
Tuesday	May 28		Huntingdon			Salisbury			
Wednesday	29		Cambridge			Dorchester			
Thursday	30		B. S. Edmunds			Wells			
Saturday	June 1		Norwich						
Monday	3			Reading	Aylesbury	Bodmin			
Tuesday	4			Oxford	Bedford				
Friday	7		Chelmsford						
Saturday	8		Chelmsford		Northampton				
Monday	10		Friday 21	Worcester		Exeter 2			
Tuesday	11		Hertford						
Wednesday	12		Thursday 27	Gloucester	Leicester				
Thursday	13					Winchester 2			
Friday	14								
Saturday	15		Lewes		Oakham				
Monday	17		Wed., July 3		Lincoln				
Tuesday	18			Monmouth					
Thursday	20					Bristol 2	Newtown		Appleby
Saturday	22	Newcastle 2							Carlisle
Monday	24		Maidstone		Derby		Dolgelly		Lancaster
Tuesday	25		Friday 12	Hereford			Carnarvon		
Wednesday	26							Haverfordwest	
Thursday	27								Manchester 2
Friday	28			Shrewsbury				Llangefer	
Saturday	29	Durham 2			Nottingham 2	(End)		Carmarthen	
Monday	July 1						Beaumaris		
Tuesday	2		Guildford				Ruthin		
Wednesday	3		Thursday 18					Brecon	
Thursday	4		(End)				Mold	Presteign	
Friday	5	York 5			Warwick			Chester 2	Liverpool 2
Saturday	6			Stafford 2					
Monday	8							Swansea 2	
Tuesday	9	Leeds 2			Birmingham 2			(End)	
Wednesday	10								
Thursday	11								
Friday	12								
Saturday	13								(End)
Monday	15								
Tuesday	16								
Saturday	Aug. 10	(End)							

HIGH COURT OF JUSTICE—KING'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1901.

A to F.—Mondays, Wednesdays, and Fridays, Master Chitty; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N.—Mondays, Wednesdays, and Fridays, Master Macdonell; Tuesdays, Thursdays, and Saturdays, Master Lord Dunboyne.

O to Z.—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Chitty.

A to F.—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 110, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays. All summonses in actions assigned to Master Kaye will be made returnable before the Masters of this division.

G to N.—All applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before him in his own room, No. 175, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z.—All applications by summons or otherwise in actions assigned to Master Wilberforce are to be made returnable before him in his own room, No. 179, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the Master sitting in Chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

BY ORDER OF THE MASTERS.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

June 4.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—City of London: Nos. 47 and 49, Moor-lane, opposite Ropemaker-street, in the midst of the soft goods trade; the premises are let to the Clothing Co., Limited, for 21 years from March, 1897, at £450 per annum. Solicitors, Messrs. Ingle, Holmes, & Sons, London.—Old Kent-road: Nos. 26 to 34, 41 to 57, Haymerle-road, and Nos. 36 to 38, Unwin-road, close to the South Metropolitan Gas Works; let to weekly tenants, at rents amounting to £416 per annum. Solicitors, Messrs. Fooks, Chadwick, Arnold, & Chadwick, London. (See advertisements, May 18, p. 4.)

June 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:
To One-sixteenth of a Trust Fund in Railway Stock, value £6,500; lady aged 59. Solicitors, Messrs. H. B. Worrell & Son, London
To One-fifth of a Trust Estate, value £2,900. Also One-fifth in possession of Surplus Income. Solicitor, J. Fawcett, Esq., London.
LIFE INTEREST of a lady aged 58 in £1,106 in Consols; also Policy for £500. Solicitors, Messrs. Norris, Allens, & Chapman, London.
POLICIES:
For £5,000, £4,000, £3,000, £3,000, £3,000, £1,000, £1,000, £1,000, £1,000, £500, £300, £200 Solicitor, James Robinson Esq., London.
For £2,500, £2,500, £1,000. Solicitors, Messrs. H. & C. Collins, Reading; and Messrs Peacock & Goddard, London
SHARES in West Ham Gas Co., London Exhibitions, Fuller's Earth Union, Acton Vale Publishing Syndicate. Solicitors, Messrs. Pearce-Jones & Co., London.
(See advertisements, this week, back page.)

MR. JOSEPH STOWER will offer for Sale, on June 13, Wharncliffe House, Curzon-street, Mayfair, for a very long period the town abode of the Stuart-Wortley family, the head of which is the Earl of Wharncliffe, which is one of the few remaining West-end mansions of historic interest, occupying nearly three quarters of an acre.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLENHEIM ENGINEERING CO, LIMITED—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 18, St Helen's pl. Slaughter & May, solors to liquidator

BRITISH AMERICA CORPORATION, LIMITED—Petn for winding up, presented May 22 directed to be heard on June 5. Evans & Co, 35, Eastcheap, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

BRITISH AMERICA CORPORATION, LIMITED—Petn for winding up, presented May 23, directed to be heard on June 5. Morley & Co, 53, Gresham House, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

BRITISH AMERICA CORPORATION, LIMITED—Petn for winding up, presented May 23, directed to be heard on June 5. Preston, 17, Coleman st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

BRITISH AND COLONIAL STEAM NAVIGATION CO, LIMITED; BUCENTAUR STEAMSHIP CO, LIMITED—Creditors prior to Nov 1 last are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to William Plender, 4, Lothbury. Ince & Co, 81 Bene't chmbrs, Fenchurch st, solors for liquidator

CHARLES WEBSTER, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to D. F. Basden, 33, St Swithin's lane

GALLOW HILL GLUE AND CHEMICAL CO, LIMITED—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas Galland Mellors 1, King John's chmbrs, Nottingham. Mellor & Coleman, 12, Coleman st, solors to liquidator

GREAT BARRIER LAND, HARBOUR, AND MINING CO, LIMITED—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Good, 57, Moorgate st. Wednesday, Nov 13, at 12 o'clock, is appointed for hearing and adjudicating upon the debts and claims. Greenip & Co, 1 and 2, George st, Mansion House, solors for liquidator

HORTON KIRBY PAPER WORKS, LIMITED—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Harold Lynch-Watson, South Darenth, Kent

JOHN W. JONES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to William Leach Jackson, Central chmbrs, 41, North John st, Liverpool

MANCHESTER ZINC AND COPPER CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of

their debts or claims, to Herbert Kidson, 6, St James's sq, Manchester. Lycett & Jepson Manchester, solors for liquidator

MONTSERRATE RANCH, LIMITED—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Major Horace Durrant, c.o. Lowndes & Son, 15, George st, Mansion House

NEWCASTLE AND GOSFORTH TRAMWAYS AND CARRIAGE CO, LIMITED AND REDUCED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to William Sutton and John Hobart Armstrong, 38, Blackett st, Newcastle on Tyne. Wilkinson & Marshall, Newcastle on Tyne, solors for liquidators

NEWMANS EXPLORATION CO, LIMITED—Petn for winding up, presented May 13, directed to be heard on June 5. Forbes, 7, Queen st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

"NORMA" SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Richard Leyshon, 12, Mount Stuart sq, Cardiff

PUBLIC WORKS CONSTRUCTORS, LIMITED—Petn for winding up, presented May 15, directed to be heard on June 5 Becher, 23, Bedford row, solor to petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

STATE OF WYOMING SYNDICATE, LIMITED—Petn for winding up, presented May 16, directed to be heard on June 5. Judge & Priestley, 4, Broad st bdgs, Liverpool st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

UNLIMITED IN CHANCERY.

LONDON, CAMBERWELL, AND DULWICH TRAMWAYS CO—Petn for winding up, presented May 13, directed to be heard on June 5. McDiarmid & Hill, 5, Newman's ct, Cornhill, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LANCASHIRE FINANCE ASSOCIATION, LIMITED—Petn for winding up, presented May 9, directed to be heard at St George's Hall, Liverpool, on June 4. Miller & Co, 43, Castle st, Liverpool, petners' solors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 3

London Gazette.—TUESDAY, May 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOLTON HALL MILLS CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts and claims, to William Henry Armitage, 23, John William st, Huddersfield

BRADFORD BRICK AND TILE CO, LIMITED—Creditors are required, on or before July 9, to send their names and addresses and the particulars of their debts or claims, to Abraham Turner and George Watkinson, jun, Upper Seymour st, Leeds rd, Bradford. Wright & Co, Bradford, solors to the liquidators

BRITISH AMERICA CORPORATION, LIMITED—Petn for winding up, presented May 23, directed to be heard June 5. Abrahams & Co, 5, Tokenhouse yard, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

EAST AFRICA EXPLORATION AND TRADING SYNDICATE, LIMITED—Creditors are required, on or before July 31, to send their names and addresses to John Potter Eglen, 29, South Castle street, Liverpool

LONDON AND MIDLAND SYNDICATE, LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to C. C. Baker, 1, Gresham bldgs, Basinghall st

MAUNDER MACVEAN SYNDICATE, LIMITED—Petn for winding up, presented May 17, directed to be heard on June 5. Andrew & Co, 27, Clement's lane, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 4

PRESTON DAVIES TYRE AND VALVE CO, LIMITED—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims, to William Frank Alvey, 12, Hatton gardens. Pinsent & Co, Birmingham, solors to liquidator

SAX, SLATTER, & CO, LIMITED—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alexander Alfred Yeatman, 2, Gresham bldgs, Basinghall st. Ellis & Co, College hill, solors to liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 24.

BARBER, EDWARD, Preston, Lancs, Plumber June 20 Lancaster Banking Co v Barber, Registrar, Preston Finch, Preston

GASKELL, THOMAS BROADBENT, Southport June 25 Gaskell v Phillips, Master Edmund William Walker, Royal Courts of Justice Cockshott, Southport

London Gazette.—TUESDAY, May 28.

ESCOLME, WILLIAM, Preston, Lancs, Carver and Gilder June 25 Escolme v Martin, Registrar, Preston Beveley, Preston

FADDON, JOHN, Sydenham, Kent, Commission Merchant Aug 12 Bailey v Sinclair, Kekewich, J Holmes, Broad st house, New Broad st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 21.

ADAMS, JOANNA, Lewisham July 3 Best, Raymond bldgs, Gray's inn

ARMSTRONG, JABEZ, Middleton, Teesdale, Durham, Painter June 28 Araison & Co, Penrith, Cumberland

BARROW, MARY, and MARGARET BARROW, Monkwearmouth, Sunderland May 29 Storey, Sunderland

BENTLEY, JOHN, Southport, Engineer June 29 Butcher & Barlow, Bury

BLOOD, JOHN, Upper Phillimore pl, Kensington, Major in 68th Light Infantry June 29 Eardley & Co, Charles st, St James' sq

BORTHWICK, LUCY ELIZABETH WINFIELD, Peckham Rye June 30 Colemore & Monckton, Birmingham

BRANWELL, MARY, Wynnstay gdns, Kensington June 20 Leathley & Willes, Lincoln's inn fields

CAMPION, MARY BARRY, Denmark hill, Camberwell June 15 Champion, Ironmonger ln

CROSS, HENRY ANDREW, Bristol, Accountant June 30 Tarr & Sons, Bristol

CHRISTIE, AUGUSTUS, Stanhope pl, Hyde Park June 29 Collyer-Bristow & Co, Bedford row

CHRISTIE, Lieut Col FREDERICK GORDON, Stanhope pl, Hyde Park June 29 Collyer-Bristow & Co, Bedford row

DUNSTAN, FREDERICK, Linthorpe, nr Middlesbro, Contractor July 1 Parrington, Middlesbrough

EDWARDS, CAROLINE, Silverdale, Staffs, Licensed Victualler June 15 Sproston, Newcastle under Lyme

EDYE, ADOLPHUS GEORGE, Devonport June 24 Allan Bone & Co, Devonport

FOSTER, ABRAHAM, East Grinstead June 15 Turner, East Grinstead

GARBUTT, WILLIAM, Whickham, Durham June 17 Nicholson & Martin, Newcastle upon Tyne

GLOSTER, WILLIAM, Captain First Battalion Royal Irish Regiment June 10 Richardson & Synnott, Dublin

HARRISON, JOSEPH, Northampton, Fruiterer June 17 Darnell & Price, Northampton

JACKSON, JOHN, Barnton, nr Northwich June 20 Trafford & Cook, Northwich

JACKSON, SARAH, Barnton, nr Northwich June 20 Trafford & Cook, Northwich

JEFFERY, GEORGE JAMES, Newmarket St Mary, Suffolk July 1 A H & A A Ruston, Newmarket

LAYTON, EDWARD, Falmouth June 24 Bird & Eldridges, St James st, Bedford row

LEWIN, LOUISA ELIZA IRENE, Richmond rd, Bayswater June 15 Bennett & Chance Coleman st, Bank

LONGLEY, FRANCIS, Northiam, Sussex June 24 Aitkens & Andrews, Burwash, Sussex

NEWALL, DAVID JOHN FALCONER, Ryde, I of W June 29 Ratcliffe, Ryde

OLDHAM, JANE, Hyde, Chester June 29 Brooks & Co, Hyde

PEARSON, HUMPHREY JOSEPH, Brierley hill, Staffs June 1 Hinds, Stourbridge

PETHYBRIDGE, JOHN, Cowley Bridge Inn, Exeter June 24 Brown, Exeter

PLATT, DAVID, Macclesfield, Bookkeeper June 18 Hand & Co, Macclesfield

RAYMENT, WILLIAM, Leytonstone, Essex July 1 H J & T Child, Paul's Bakehouse ct, Doctors' commons

RICHARDS EMILY, Southsea June 9 Hobbs & Brutton, Portsmouth

ROURKE, MARTIN, Stretford, Lancs, Waste Dealer June 1 Watson & Booth, Manchester

RUSDEN, RICHARD DUNN, Lower Broughton, nr Manchester, Merchant July 2 Dendy & Paterson, Manchester

SAMUELS, ROSE, Holloway rd June 21 Harris & Co, Coleman st

SMITH, JOHN THOMAS, Bury, Bookseller June 29 P & J Watson, Bury

SMITH, WILLIAM ARTHUR HOARE, Salterton June 17 Daw & Son, Exeter

STEDMAN, WILLIAM, Roseau, Dominica, Merchant July 1 Ward & Co, King st, Cheapside

STELFOX, EDWARD, Comberbach, Chester July 1 A & J E Fletcher, Northwich

STOBY, EDWARD, Clapham June 17 Miller, Lombard st

SUDLOW, SARAH, Manchester June 24 Moseley-Williams, Manchester

SUTTON, EDWARD BARKER, JP, Kew June 24 Hilder, Jermyn st, St James's

SUTTON, LOUISA, Kew June 24 Hilder, Jermyn st, St James's

TAYLOR, EDWARD, Mansfield, Notts, Licensed Victualler June 22 Marson, Manchester

TAYLOR, JOSEPH, Manchester July 5 Lawson & Co, Manchester

THOMAS, LLEWELYN, Morriston June 24 Sole & Co, Aldermanbury

TRENOR, KATHERINE BRIDGET, Southsea June 30 Colman & Knight, Raymond bldgs, Gray's inn

TWYFORD, JOSEPH, Rugby June 24 Emmett & Co, Bloomsbury sq

VANDELEUR, Lieut-Col JOHN ORMSBY MOORE, Albany, Piccadilly July 1 Lee & Pembertons, Lincoln's inn fields

VOLCKMAN, MARY, Hastings July 1 Swepstone & Stone, Great Saint Helens

WALLER, JOHN, High Leven, Yorks, Cowkeeper July 8 Watson & Co, Stockton on Tees

WALLIS, FREDERICK VALENTINE St Briavels, Glos July 1 Blair, South shields

WALTON, JAMES, Bradford, Mantle Manufacturer June 18 Freeman, Bradford

WEBSTER, GODFREY VASSAL GEORGE FREDERICK CHARLES, Stockbridge, Hants June 21 Hasties, Lincoln's inn fields

WHITE, MARY, Clapham rd June 24 Fraser, Dean st, Soho sq

WILSON, THOMAS, Oldham, Innkeeper June 8 Clegg, Oldham

WINT, THOMAS, Totley, Dronfield, Derby June 18 Eaton, Sheffield

WITHERS, JAMES, Blackpool, Chief Constable June 29 Browamg, Bradford

WRIDE, JOSIAS, Weston super Mare, Yeoman June 15 Ford, Weston super Mare

WRIDE, PHOEBE, Weston super Mare June 15 Ford, Weston super Mare

London Gazette.—FRIDAY, May 24.

BAKER, JOHN COLLINS, Ilminster, Solicitor July 27 Walter, Ilminster

BECKTON, ELIZABETH, Pendleton, Lancs June 30 Hoskin & Co, Manchester

BENNETT, MARY ELLEN, Morecambe June 30 Knight, Morecambe

BLY, SUSANNAH, Newmarket June 10 Bendall, Newmarket

BOILEAU, Sir FRANCIS GEORGE MANNINGHAM, Ketteringham Park, Norfolk July 24 Janson & Co, College hill

BOSWELL, HARRY GEORGE, Sydney sq, Commercial rd East June 23 Wrensted & Hind, Great Trinity ln

BRETT, MARY, Dalby, nr Spilsby, Lincs June 20 Falkner, Louth

BUTLER, ROBERT, Newbury, Berks June 24 H & C Collins, Reading

CALCRAFT, WILLIAM MONTAGU, Corfe Castle, Dorset July 1 Meynell & Pemberton, Storey's gate, Westminster

CHAFFEY, THOMAS RICHARDS, Cattistock, Dorset June 24 Walter, Ilminster

CHOLMONDELEY, THOMAS TATTON REGINALD, Rue Cambon, Paris July 1 Bell & Co, Lincoln's inn fields

DANIEL, MARY EMMA, Lampeter, Cardigan June 22 Lloyd & Son, Lampeter

DRIFFILL, HENRY MITTON, Seise, France August 20 Nowell & Co, Barton on Humber

FARADAY, ELLEN, Wales Bar, Sheffield June 8 Hodding & Co, Worksop

FASNACHT, GEORGE EUGENE, Branksome Park, Dorset July 8 Southern & Fullalove, Burnley

GOULDING, ELIZA, Worksop June 28 Warburton & Allen, Worksop

GROVE, CHARLOTTE, Leamington June 22 Field & Sons, Leamington

HALE, WILLIAM FRANCIS, Beauchamp pl, Brompton rd, Coachmaker June 21 Ikin, Lincoln's inn fields

HUNTER, General MONTGOMERY, Kensington gate July 8 Pennington & Son, Lincoln's inn fields

HYDE, BENJAMIN RICHARD, Binnenkant, Amsterdam, Ship Broker July 12 Duffield & Co, New Broad st

INGRAM, THOMAS, Beckenham, Builder June 24 Butcher, Bouverie st, Fleet st

LANE, RICHARD DOUGLAS HAY, Upper Norwood July 10 Wade & Lyall, Bishopsgate st Within

LEVY, LEWIS, Whitechapel June 29 Myers, Wormwood st, Old Broad st

LEWIS, RICHARD, Tupsley, Hereford July 18 Lawrence, Newport, Mon

MARSON, WILLIAM WINEPRESS, Chigwell, Essex June 26 Rumney, Basinghall st

MILES, JAMES KINSEY, Bristol, Furniture Manufacturer July 5 Gwyan & Co, Bristol

OGDEN, JANE, Newcastle under Lyme, Staffs, Confectioner June 24 Sproston, Newcastle under Lyme

PLANT, THOMAS, Leicester, Licensed Victualler June 29 Blackwell, Leicester

PODGER, WILLIAM COTTRELL, Museum st, Bloomsbury, Licensed Victualler July Simmons & simmons, Cheapside

POLDEN, WALTER HENRY, Burton on Trent June 13 Taylor & Wheatcroft, Burton on Trent

POLLARD, BETSY, Mellor, Derby June 28 Dixon & Linnell, Manchester

POTTER, ALFRED EDWARD, Highgate June 22 Marson & Co, Southwark Bridge rd

RAWDON, GEORGE WORDSWORTH, Beckenham July 1 Walker & Co, Carey st, Lincoln's inn

READMAN, JAMES HENRY, Middlesbrough, Yorks, Grocer June 30 Jackson & Jackson, Middlesbrough

ROGERS, THOMAS, Llangollen, Denbigh, Licensed Game Dealer June 19 Richards & Sons, Llangollen

SAXTON, ABRAHAM, Hucknall Torkard, Notts, Hosiery Manufacturer June 24 Truman & Snook, Nottingham

SHARPE, JOHN WILLIAM, Fulham July 1 Miller & Steele, St Stephen's chmbrs, Telegraph st
SHELLEY, HERBERT JOHN, Kingston on Thames, Plumber June 26 Marsh & Co, Kingston on Thames
SINGLETON, ARTHUR JOHN, Grimsby July 1 Stevens & Co, Norwich
SMITH, WILLIAM FRANCIS JOHN, Noble st, Woollen Agent July 2 Micklem & Hollingworth, Gresham st
STAGG, JAMES GEORGE, Hargrave pk, Upper Holloway, Musical Instrument Dealer June 24 Gabriel, Portugal st bldgs, Lincoln's inn
TATE, THOMAS, Ackworth, Yorks June 21 Armitage & Co, Huddersfield
THOMAS, ELIZABETH, Llanidloes June 29 Phillips, Llanidloes
WARBURG, ISABELLA, Oxford gdns, North Kensington June 24 Coburn, Leadenhall st
WARD, BENJAMIN, Chiswick July 1 Cooke, Coleman st
WARREN, MARY, Hanwell Asylum July 1 Bennett & Co, Moorgate st
WEBB, THOMAS SPENCER, King's rd, Fulham, Grocer June 19 Pearce & Sons, Giltspur st
WILKINSON, JOHN ROBERT, Upper Park rd, Haverstock hill, Tailor July 1 Upton & Britton, Lincoln's inn fields
WILLIAMS, ANN SELINA, Eastbourne July 5 Gwynn & Co, Bristol
WOOD, JOHN, Yelvertoft, Northampton Sept 10 W F & W Willoughby, Daventry

London Gazette.—TUESDAY, May 28.

ALLARD, JOHN HILLARY, Plymouth, RN July 1 Gidley & Son, Plymouth
BALDWIN, WILLIAM, Clapham, Printer June 30 Cannon & Co, Wool Exchange, Basinghall st
BARNARD, ELIZABETH, Mitcham June 30 Soames & Co, Norfolk st, Strand
BARNARD, SIMON, Mitcham June 30 Soames & Co, Norfolk st, Strand
BARTLETT, ELIZA, Wotton under Edge, Glos June 27 Hayward, West Hartlepool
BRICKHILL, ELIZA, East Dulwich July 1 Francis, Chancery ln
BUTTERWORTH, SARAH STANILAND, Scarborough July 9 Hick & Co, Scarborough
BUTTERWORTH, WILLIAM, Middleton, Silk Warner June 30 Clark & Jackson, Oldham
CHASE, HENRIETTA MARIA, Kilburn July 6 Betteley, Surrey st, Victoria Embankment
CHEVALIER, SARAH, Cheltenham June 25 Griffiths & Co, Cheltenham
CROWTHER, SARAH, Menai Bridge, Anglesey June 22 Hughes-Pritchard & Rodway, Bangor
CUTLER, DENNIS, Hammersmith July 1 Ashbridge, Whitechapel rd
FAWCETT, JOHN, Leeds, Licensed Victualler July 1 Wooler & Co, Leeds
GIPPS, ELIZABETH GEORGINA, St Leonards on Sea June 24 Sladen, Queen st pl
GOSNELL, HENRY, West Cowes July 5 Baker & Co, Weston super Mare
GRAHAM, DUNCAN, Little Neston, Chester June 22 Laces & Co, Liverpool
GREGORY, ZILTHAI, Leamington, Builder July 1 Wright & Co, Leamington
HARENDT, GUSTAV, Castle st, Oxford st July 8 Goldberg & Co, West st, Finsbury circus
HALE, MARY ANN PHILLIPS, Gravesend June 20 Burroughs, Reading
HEALD, JAMES, Stockton on Tees, Fruit Merchant June 24 Langley, Stockton on Tees
HOARE, RICHARD, Hertford July 1 Dawes & Sons, Angel ct, Throgmorton st
HONEYWILL, EMMA, Portishead, Somerset June 24 Wood & Modry, Chippenham
HUGHES, MARGARET, Hoylake June 24 Nicholson & Pemberton, Liverpool
IDE, SARAH, Erdington, Warwick July 6 Tarleton & Butlin, Birmingham
JACKSON, WILLIAM, Wimborne Minster, Dorset, Draper July 15 Dibben, Wimborne
JONES, ARTHUR WELLINGTON, Surbiton July 1 Miller & Co, Salters Hall ct
KNAPP, MARY, Upper Holloway June 24 Robb, Tunbridge Wells
LEASK, JANE, Maida vale July 1 White & Co, Whitehall pl
MORRIS, DAVID, St Lawrence, Pembroke, Farmer June 30 Eaton & Co, Haverfordwest
MOSELEY, THOMAS, Kingsley, Staffs, Labourer June 25 Cull & Brett, Cheadle
MURRELL, ISAAC, Upper Norwood, Farrier July 1 Finch & Turner, Cannon st
PETCH, RICHARD, Kingston upon Hull July 15 Turner, Hull
PLATER, FREDERICK MASCALL, St John's pk, Highgate hill June 29 Wilson & Co, Victoria st
PRINCE, JOHN, Penkhull, Staffs June 14 Cull & Brett, Cheadle
ROBINSON, AGNES, Keswick, Cumberland June 8 Broatch & Co, Keswick
SAUNDERS, WILLIAM SEDGWICK, Queen st, M O H July 1 Baylis & Co, Church ct, Old Jewry
SHORT, JOEN, Leigh, Lancs June 10 Dootson, Leigh
SIDDONS, SARAH, George st, Manchester sq June 29 Wilson & Co, Victoria st
TAYLOR, ELIZABETH, Exeter June 14 Petherick & Sons, Exeter
THOMAS, JOHN, Windsor ter, City rd July 1 Cornford, Lincoln's inn fields
VICKERY, ANN, Albert rd, Peckham July 1 Edwin & Co, Trinity st, Southwark
WALTON, ELIZABETH, Moss, Yorks July 1 Pardin & Co, Doncaster
WOOD, JOHN DUNK, Stonar, Isle of Thanet July 6 Emmerson & Co, Sandwich
WRIGHT, ELLEN, Southampton July 9 Farrar & Co, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 24.

RECEIVING ORDERS.

ANDREWS, CLEMENT, Finsbury pavement, House Agent High Court Pet May 20 Ord May 20
BARTLETT, Sir ELLIS ASHMEAD, St James's st, Piccadilly High Court Pet Nov 10 Ord May 21
BATES, ARTHUR, Halifax, Wool Dealer Halifax Pet May 20 Ord May 20
BENNETT, W E, Lewisham, Builder Greenwich Pet May 3 Ord May 21
BLACKBURN, JOHN, Middlesborough, Blacksmith Middlesborough Pet May 21 Ord May 21
BUCKLEY, GEORGE HUGH, Bristol, Confectioner Bristol Pet May 21 Ord May 21
CARRIS, THOMAS HENRY BROAD, Egg Buckland, Devon, Licensed Victualler Plymouth Pet May 21 Ord May 21
CHILDS, DANIEL, Bury St Edmunds, Baker Bury St Edmunds Pet May 18 Ord May 18
COHEN, REUBEN, King's rd, Chelsea, Tobacconist High Court Pet April 25 Ord May 21
CORLYON, HENRY JOY, Kingston upon Hull, Shorthand Writer Kingston upon Hull Pet May 22 Ord May 22
DART, CHARLES, St Budeaux, Devon Plymouth Pet May 21 Ord May 21
DEAN, FREDERICK HERBERT, Birmingham, Pianoforte Dealer Birmingham Pet April 16 Ord May 14
FURNESS, ARTHUR, Crookes, Sheffield, Purveyor of Toilet Articles Sheffield Pet May 20 Ord May 20
GALE, LUCY, Exeter, Cork Cutter Exeter Pet May 22 Ord May 22
GEORGE, WILLIAM GEORGE, Kington, Hereford, Machinist Leominster Pet May 20 Ord May 20
GOUGH, HENRY PLOWER, Wymeswold, Leicester, Licensed Victualler Leicester Pet May 22 Ord May 22
HARLAND, GEORGE EDWIN, Kirkby Sigston, nr Northallerton, Farmer Northallerton Pet May 20 Ord May 20
HENDERSON, ARTHUR SETON, Winterborne Zelstone, Dorset, Baker Dorchester Pet May 22 Ord May 22
HICKS, WILLIAM JAMES, St Just, Cornwall, Artist Truro Pet May 20 Ord May 20
HOWE, JAMES, Stockton on Tees, Commercial Traveller Stockton on Tees Pet May 20 Ord May 20
KELLY, JAMES, Merthyr Tydfil, Labourer Merthyr Tydfil Pet May 21 Ord May 21
KERNS, ELIZA, Wigan, Lancs, Draper Wigan Pet May 8 Ord May 21
LAW, SAMUEL, Tonbridge, Kent, Refreshment house Keeper Tonbridge Wells Pet May 20 Ord May 20
LEEDS, OGLANDER GEORGE MONTAGU, Bridport, Dorset, Solicitor Dorchester Pet May 22 Ord May 22
LINK, J W, Northumberland av, Financial Agent High Court Pet Aug 11 Ord Dec 20
LOMET, HERBERT, Plumstead, Baker Greenwich Pet May 21 Ord May 21
LOWE, ALFRED WILLIAM, Knaresborough, Printer York Pet May 20 Ord May 20
MARTIN, WILLIAM JOHN, Newick, Sussex, Builder Lewes Pet May 20 Ord May 20
MATTOCKS, EDWARD, Coventry, Clothier Coventry Pet May 20 Ord May 20
MAYOR, ALFRED, Whitehall Club, Whitehall High Court Pet Oct 25 Ord May 22
MEEKINS, ALGERNON, Newington Butts, Licensed Victualler High Court Pet May 2 Ord May 22
MORLEY, WILLIAM, Rochford, Essex, Builder Chelmsford Pet May 20 Ord May 20
MOWBRAY, WILLIAM, Lincoln, Cutler Lincoln Pet May 20 Ord May 20
MUDDIMAN, WILLIAM HENRY, Sheffield, Builder Sheffield Pet May 22 Ord May 22
MURSEY, THOMAS, Derby Derby Pet May 22 Ord May 22
NEWMAN, JOHN SPENCER, Gt Yarmouth, Florist Gt Yarmouth Pet May 22 Ord May 22
PANTHER, JOHN GEORGE, Holbeck, Leeds, Joiner Leeds Pet May 20 Ord May 20
PARKER, DANIEL, Sowerby Bridge, Yorks, Coal Merchant Halifax Pet May 16 Ord May 16
PERCIVAL, FRED, Northwich, Grocer Crewe Pet May 22 Ord May 22
RAINS, ARTHUR, Agar st, Strand, Estate Agent High Court Pet May 22 Ord May 22
RATCLIFF, WILLIAM ALVERD, Shoreham, Sussex, Builder Brighton Pet May 22 Ord May 22
STRANES, JOHN, Wembley, Blacksmith St. Albans Pet April 26 Ord May 17
SYDDALL, WALTER, Bolton, Greengrocer Bolton Pet May 21 Ord May 21
TAYLOR, ALFRED, Stowmarket, Builder Bury St Edmunds Pet May 18 Ord May 18
THORLEY, GEORGE, Hanley, Staffs, Ironmonger Hanley Pet May 22 Ord May 22
WAINE, ISAAC, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet May 22 Ord May 22
WAINWRIGHT, THOMAS BAILEY, Plymouth, Carrier's Manager Plymouth Pet May 20 Ord May 20
WALKER, GEORGE, Thornhill, nr Dewsbury, Yorks Dewsbury Pet May 22 Ord May 22
WALLIS, THOMAS, Wrexham, Denbighs, Mineral Water Manufacturer Wrexham Pet May 11 Ord May 22
WEST, ALFRED ERNEST, Littlehampton, Corn Merchant Brighton Pet May 21 Ord May 21
WILLIAMSON, MARGARET, Bradford, Milliner Bradford Pet May 20 Ord May 20
WISEMAN, WALTER, Birmingham, Timber Merchant Birmingham Pet May 7 Ord May 20
WOODLEY, ROBERT BEVIL, Liverpool, Tobacconist Liverpool Pet May 17 Ord May 22
WRIGHTSON, THOMAS, Scarborough, Blacksmith Scarborough Pet May 20 Ord May 20

Amended notice substituted for that published in the London Gazette of May 17:

HOBDAY, ARTHUR, Brighton, Provision Dealer Brighton Pet May 15 Ord May 15

FIRST MEETINGS.

ANKER, GEORGE WILLIAM, Peterborough, Engineer June 7 at 11.30 Law Courts, New rd, Peterborough
BAINES, EGERTON CHARLES AUGUSTUS, Henley on Thames, Surgeon June 3 at 3 Queen's Hotel, Reading
BENT, CHARLES HERBERT, Liverpool, Tobacco Factor June 5 at 12 Off Rec, 35, Victoria st, Liverpool
BILLING, CHARLES, Llangarren, Farmer June 3 at 10 4, Corn sq, Leominster
BROWN, CHARLES, Biggleswade, Beds, Potato Merchant June 4 at 10.15 C B Halliley, Solicitor, Mill st, Bedford
BULLEID, JOHN GEORGE LAWRENCE, Glastonbury, Solicitor June 4 at 2.30 George Hotel, Glastonbury
CANE, JAMES HENRY, Southwick, Sussex, Printer May 31 at 11 Off Rec, 4, Pavilion bldgs, Brighton
COX, JOHN, Redland, Bristol, Builder June 5 at 12.45 Off Rec, Baldwin st, Bristol
CRAWLEY, MARIA M, and EDITH H TULLETT, St Leonards on Sea, Boarding house Keepers June 11 at 2.30 24, Cambridge rd, Hastings
CULY, HERBERT, Guyhirn, nr Wisbech, Cambridge, Baker June 13 at 11 Court house, King's Lynn
DIXON-BROWN, A, Copthall av June 4 at 11 Bankruptcy bldgs, Carey st
DORMER, SIDNEY FITCH, Lower Edmonton, Nurseryman June 1 at 11 Off Rec, 95, Temple chmbrs, Temple av
DYSON, JOHN WILLIAM, and EDGAR HARRY SHAW, Bradford, Stockinette Manufacturers May 31 at 11 Off Rec, 31, Manor row, Bradford
ELDRED, T W, Upper Clapton, shirt Dresser June 3 at 2.30 Bankruptcy bldgs, Carey st
GALE, LUCY, Exeter, Cork Cutter June 5 at 10.30 Off Rec, 13, Bedford circus, Exeter
HATTER, CECIL GOODENOUGH, Norfolk st, Park ln June 5 at 2.30 Bankruptcy bldgs, Carey st
HELM, FRANK CONRAD, Jermyn st, St James's, Financial Agent June 4 at 12 Bankruptcy bldgs, Carey st
HICKS, WILLIAM JAMES, St Just, Cornwall, Artist June 3 at 12 Off Rec, Boscawen st, Truro
HOBDAY, ARTHUR, Brighton, Provision Dealer June 13 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
HORROCKS, LUCY ELLEN, Standish, nr Wigan, Paper Merchant June 5 at 11.30 Off Rec, Byrom st, Manchester
HORSLEY, SAMUEL REYNOLDS, King's Lynn, Norfolk, Builder June 13 at 11.30 Court house, King's Lynn
HOWE, E, Gower st June 4 at 11 Bankruptcy bldgs, Carey st
JICKELL, HENRY, Stockton on Tees, Engineer June 12 at 3 Off Rec, 8, Albert rd, Middlesbrough
JONES, MORGAN, Merthyr Tydfil, Butcher May 31 at 3 135, High st, Merthyr Tydfil
JONES, RICHARD OWEN, Newtown, Montgomerys, Grocer June 7 at 10.45 1, High st, Newtown
JONES, WILLIAM, Penmaenmawr, Butcher's Assistant June 6 at 11 ship Hotel, Bangor
KING, EDWARD JOSEPH, Wadhurst, Sussex, Farmer May 8 at 3 Swan Hotel, The Pantyles, Tunbridge Wells
KENT, ARTHUR EDWIN, Ramsbottom, Lancs, Chemist June 5 at 3 Off Rec, Exchange st, Bolton
KERNS, ELIZA, Wigan, Draper June 4 at 3.30 Off Rec, Exchange st, Bolton
LONGMIRE, JONATHAN, Ambleside, Westmorland, Grocer June 1 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
LOWE, ALFRED WILLIAM, Knaresborough, Painter June 4 at 11.30 Off Rec, 28, Stonegate, York
MARTIN, WILLIAM JOHN, Newick, Sussex, Builder June 5 at 11 17, High st, Lewes
MAUGHAN, WILLIAM, and MATTHEW MAUGHAN, West Hartlepool, Carters May at 3 Off Rec, 25, John st, Sunderland
MESSAGE, FRANK, Catford, Butcher May 31 at 11.30 24, Railway app, London Bridge
MILLER, JAMES, Lee Green, Kent, Carriage Builder June 5 at 12.30 24, Railway app, London Bridge
MITCHELL & THEURER, Mason's av, Basinghall st, Licensed Victuallers May 31 at 2.30 Bankruptcy bldgs, Carey st
MOORE, CHARLES EDWARD, Beeston, Notts, Warehouseman June 3 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
PICKLES & CO, F, Cleckheaton, Yorks, Worsted Spinners June 7 at 11 Off Rec, 31, Manor row, Bradford
PULLEN, JAMES, Amelia st, Kennington, Builder June 5 at 11 Bankruptcy bldgs, Carey st
PURLAND, JAMES, and WILLIAM LYONS, Walsall, Tanners June 4 at 11 Off Rec, Wolverhampton
RICHARDS, WILLIAM, Bishops Castle, Salop, Butcher June 3 at 10 4, Corn sq, Leominster
SAUNDERS, ARTHUR RICHARD, Presteigne, Radnor, Licensed Victualler June 3 at 10 4, Corn sq, Leominster
SIMMONS, HARRY WOLF, Kingston upon Hull, Merchant Tailor May 31 at 11 Off Rec, Trinity House ln, Hull
SMITH, FREDERICK WILLIAM, Palmer's pl, Lower Holloway, Schoolmaster June 6 at 11 Bankruptcy bldgs, Carey st
STRANES, JOHN, Wembley, Blacksmith June 1 at 12 Off Rec, 95, Temple chmbrs, Temple av
STONE, GEORGE, St George, Bristol, Hay Dealer June 5 at 12 Off Rec, Bald win st, Bristol
STONE, SIDNEY JOHN, St George, Glos, Boot Manufacturer June 5 at 11.30 Off Rec, Baldwin st, Bristol
SYDDALL, WALTER, Bolton, Greengrocer June 4 at 3 Off Rec, Exchange st, Bolton
TUKBRIDGE, HARRY, Cressing, Essex, Builder June 5 at 12 Shirehall, Chelmsford
WILLIAMSON, MARGARET, Bradford, Milliner May 31 at 12 Off Rec, 31, Manor row, Bradford
WRIGHTSON, THOMAS, Scarborough, Blacksmith June 4 at 11.30 74, Newborough, Scarborough

Amended notice substituted for that published in the London Gazette of May 17:

JONES, RICHARD, and RICHARD EVANS, Trefriw, Carnarvon, Builders May 28 at 1.30 North-Western Hotel, Blaenau Festiniog

ADJUDICATIONS.

ANDREINI, LUCA, Barbican, Merchant High Court Pet April 30 Ord May 22
ATKINSON, WILLIAM BROWN, and ULRICH ATKINSON, Bradford, Fruit Merchants Bradford Pet May 6 Ord May 22
BARBER, CHARLES HENRY, East Finchley, Builder Coventry Pet April 17 Ord May 17
BARSON, EDWARD, Felbridge, Surrey, Licensed Victualler Tunbridge Wells Pet March 30 Ord May 21
BATES, ARTHUR, Halifax, Wool Dealer Halifax Pet May 20 Ord May 20
BIRCH, LOUISA MARY, GERTRUDE MAUD BIRCH, and LILIAN LUCY BIRCH, Birmingham, Milliners Birmingham Pet April 13 Ord May 20
BLACKBURN, JOHN, Middlesborough, Blacksmith Middlesborough Pet May 21 Ord May 21
BLAIN, JAMES EDWARD, South Shields, Ship Broker Newcastle on Tyne Pet April 19 Ord May 22
BUSH, THOMAS, Hammersmith, Estimating Clerk High Court Pet April 19 Ord May 22
CANE, JAMES HENRY, Southwick, Sussex, Printer Brighton Pet May 18 Ord May 21
CARRIS, THOMAS HENRY BROAD, Egg Buckland, Devon, Licensed Victualler Plymouth Pet May 21 Ord May 21
CHATTELL, WILLIAM JOHN, Lothbury, Financier's Clerk High Court Pet April 3 Ord May 22
CHILDS, DANIEL, Bury St Edmunds, Baker Bury St Edmunds Pet May 18 Ord May 20
CHEGWIN, W, Manor Park, Essex High Court Pet May 1 Ord May 21
CORLYON, HENRY JOY, Kingston upon Hull, Shorthand Writer Kingston upon Hull Pet May 22 Ord May 22
COURT, EDWARD, King's Norton, Bricklayer Birmingham Pet May 11 Ord May 20
COVEY, ERNEST GEORGE WYBRANTS, Sevenoaks, Farmer Tunbridge Wells Pet May 15 Ord May 21
DART, CHARLES, St Budeaux, Devon Plymouth Pet May 21 Ord May 21
FURNESS, ARTHUR, Sheffield, Purveyor of Toilet Articles Sheffield Pet May 20 Ord May 20
GALE, LUCY, Exeter, Cork Cutter Exeter Pet May 22 Ord May 22
GEORGE, FREDERICK, Stratford, Solicitor High Court Pet March 27 Ord May 17
GEORGE, WILLIAM GEORGE, Kingston, Hereford, Machinist Leominster Pet May 20 Ord May 20
GOUGH, HENRY PLOMER, Wymeswold, Leicester, Licensed Victualler Leicester Pet May 22 Ord May 22
HARLAND, GEORGE EDWIN, Kirkby Sigston, nr Northallerton, Farmer Northallerton Pet May 20 Ord May 20
HARTLEY, WILLIAM, Heywood, Lancs Bolton Pet May 1 Ord May 22
HENDERSON, ARTHUR SETON, Winterborne Zelstone, Dorset, Baker Dorchester Pet May 22 Ord May 22
HICKS, WILLIAM JAMES, St Just, Cornwall, Artist Truro Pet May 20 Ord May 20
HOWE, JAMES, Stockton on Tees, Commercial Traveller Stockton on Tees Pet May 20 Ord May 20
JONES, JAMES DAVID, Tunstall, Staffs Hanley Pet April 13 Ord May 22
KELLY, JAMES, Merthyr Tydfil, Labourer Merthyr Tydfil Pet May 21 Ord May 21
KERSE, ELIZA, Wigan, Lancs, Draper Wigan Pet May 8 Ord May 21
LAW, SAMUEL, Tonbridge, Kent, Refreshment house Keeper Tunbridge Wells Pet May 20 Ord May 20
LEHFELDT, FREDERICK CHARLES, Maiden ln, Strand Advertisement Contractor High Court Pet Nov 1 Ord May 20
LOWRY, HERBERT, Plumstead, Baker Greenwich Pet May 21 Ord May 21
LOWE, ALFRED WILLIAM, Knaresborough, Yorks, Printer York Pet May 20 Ord May 20
MARTIN, THOMAS, Moulton, nr Davenham, Baker Crewe Pet May 3 Ord May 22
MILLER, JAMES, Lee Green, Kent, Carriage Builder Greenwich Pet April 20 Ord May 21
MOON, WILLIAM, and WILLIAM GARNER, Hastings, Builders Hastings Pet April 15 Ord May 21
MOWBRAY, WILLIAM, Lincoln, Cutler Lincoln Pet May 20 Ord May 20
MUDDIMAN, WILLIAM HENRY, Pitsmoor, Sheffield, Builder Sheffield Pet May 22 Ord May 22
MURNEY, THOMAS, Derby Derby Pet May 22 Ord May 22
NEAL, THOMAS, Walsall, Staffs, Grocer Walsall Pet April 27 Ord May 21
PANTHER, JOHN GEORGE, Leeds, Joiner Leeds Pet May 20 Ord May 20
PARKER, DANIEL Sowerby Bridge, Yorks, Coal Merchant Halifax Pet May 16 Ord May 16
RAINE, ARTHUR, Agar st, Strand, Estate Agent High Court Pet May 24 Ord May 22
RATCLIFF, WILLIAM ALFRED, Shoreham, Sussex, Builder Brighton Pet May 22 Ord May 22
SWANWICK, THOMAS PHILIP HENRY, Walsall, Staffs, Cab Driver Walsall Pet April 25 Ord May 21
SYDDALL, WALTER, Bolton, Greengrocer Bolton Pet May 21 Ord May 21
THORLEY, GEORGE, Hanley, Staffs, Ironmonger Hanley Pet May 22 Ord May 22
TURBRIDGE, HARRY, Crossing, Essex, Builder Chelmsford Pet April 26 Ord May 21
TURNER, JOHN BERESBY, Martin's ln, Cannon st High Court Pet Feb 22 Ord May 20
UDALL, DYAS LOFTUS TOTTENHAM, Clydesdale mansions, Bayswater High Court Pet April 27 Ord May 22
WAINWRIGHT, THOMAS BAILEY, Plymouth, Carrier's Manager Plymouth Pet May 20 Ord May 20
WALKER, GEORGE, Thornhill, near Dewsbury Dewsbury Pet May 22 Ord May 22
WEST, ALFRED ERNEST, Littlehampton, Corn Merchant Brighton Pet May 21 Ord May 21
WHITE, WILLIAM, Windsor, Butcher Windsor Pet May 7 Ord May 18
WILLIAMSON, MARGARET, Bradford, Milliner Bradford Pet May 20 Ord May 20
WRIGHTSON, THOMAS, Scarborough, Blacksmith Scarborough Pet May 20 Ord May 20

ADJUDICATION ANNULLED.

DAVIES, WILLIAM, Rhymney, Mon, Collier Tredegar Adjud Dec 8, 1899 Annul Dec 22, 1899

London Gazette.—TUESDAY, May 28.

RECEIVING ORDERS.

BLAIR, EDMUND, Carlisle, Licensed Victualler Carlisle Pet May 24 Ord May 24
BOOTHMAN, FRED, Wheatley, nr Doncaster, Draper Sheffield Pet May 23 Ord May 23
BRIMBLE, SYDNEY JAMES, Bristol Bristol Pet May 23 Ord May 23
FLOOD, SILVESTER BERNARD, Bristol, Fruit Merchant Bristol Pet May 11 Ord May 23
HODGSON, FREDERICK JOHN, Cardiff, Grocer Cardiff Pet May 13 Ord May 22
KAY, JOHN WATSON, Colne, Lancs, Agricultural Engineer Burnley Pet April 26 Ord May 24
LAVARS, THOMAS HENRY, Bristol, Tailor Bristol Pet May 23 Ord May 23
LEE, GEORGE, and TIMOTHY HALL, Sheffield, Builders Sheffield Pet May 4 Ord May 23
MILLINGTON, JOHN, Lincoln, Watchmaker Lincoln Pet May 23 Ord May 23
NICHOLLS, RICHARD JAMES, Devonport, Carpenter Plymouth Pet May 23 Ord May 23
RICHARDS, JOHN, Cardiff, Licensed Victualler Cardiff Pet May 23 Ord May 23
ROBINSON, ARTHUR, Crewe, Forgeman Crewe Pet May 22 Ord May 22
TOMKINS & Co, G J, Ilford, Essex, Builders High Court Pet Sept 22 Ord May 23
VENN, JOHN, Coventry, Licensed Victualler Coventry Pet May 24 Ord May 24
YEADON, ELIZA ELLEN, Bournemouth, Lodging House Keeper Poole Pet May 23 Ord May 23

FIRST MEETINGS.

BARBER, CHARLES HENRY, East Finchley, Builder June 4 at 12 17, Hertford st, Coventry
CARRIS, THOMAS HUMPHREY BROAD, Egg Buckland, Devon Licensed Victualler June 5 at 11 6, Athenæum ter, Plymouth
CARLIN, SAMUEL CHARLES, Brownhill, Staffs, Grocer June 7 at 12 Off Rec, Wolverhampton
CHILDS, DANIEL, Bury St Edmunds, Baker June 4 at 2 15 Angel Hotel, Bury St Edmunds
COUPE, CHARLES, Doncaster, Wheelwright June 6 at 12 Off Rec, Pigtree ln, Sheffield
GOUGH, HENRY PLOMER, Wymeswold, Leicester, Licensed Victualler June 4 at 3 Off Rec, 1, Berridge st, Leicester
GREAVES, JOHN WILLIAM, West Bromwich, Watchmaker June 5 at 12 174, Corporation st, Birmingham
HARLAND, GEORGE EDWIN, Kirkby Sigston, nr Northallerton, Farmer June 4 at 11 Ryder's Depôt Tavern, Thirsk
HUGHES, DAVID, Taff's Well, Glam, Licensed Victualler June 5 at 12 135, High st, Merthyr Tydfil
LEAPER, WILLIAM ADOLPHUS, Lincoln, Commission Agent June 6 at 11.30 Off Rec, 31, Silver st, Lincoln
MATTOCKS, EDWARD, Coventry, Pawnbroker June 4 at 11 17, Hertford st, Coventry
MILLINGTON, JOHN, Lincoln, Watchmaker June 6 at 12.30 Off Rec, 31, Silver st, Lincoln
MOON, ALFRED EDMUND, Birmingham, Grocer June 6 at 11 174, Corporation st, Birmingham
MOSS, JOHN, Stoke upon Trent, Insurance Agent June 5 at 3 Off Rec, Newcastle under Lyne
MOWBRAY, WILLIAM, Lincoln, Cutler June 6 at 12 Off Rec, 31, Silver st, Lincoln
MURNEY, THOMAS, Derby June 4 at 12 Off Rec, 47, Full st, Derby
PACE, WILLIAM, Pittshill, nr Tunstall, Grocer June 5 at 2.30 Off Rec, Newcastle under Lyme
PANTHER, JOHN GEORGE, Leeds, Joiner June 4 at 11 Off Rec, 22, Park row, Leeds
PARKER, DANIEL, Sowerby Bridge, Yorks, Coal Merchant June 5 at 3 Off Rec, Townhall chmbrs, Halifax
RATCLIFF, WILLIAM ALFRED, Shoreham, Sussex, Builder June 13 at 3 Off Rec, 4, Pavilion bldgs, Brighton
TAYLOR, ALFRED, Stowmarket, Suffolk, Builder June 5 at 11 Off Rec, 36, Princes st, Ipswich
UNDERHILL, WILLIAM, and JOSEPH UNDERHILL, Smethwick, Staffs, Builders June 6 at 12 174, Corporation st, Birmingham
WALKER, GEORGE, Thornhill, nr Dewsbury, Yorks June 4 at 11 Off Rec, Bank chmbrs, Batley
WATSON, WILLIAM, Nottingham June 4 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
WEST, ALFRED ERNEST, Littlehampton, Corn Merchant June 13 at 3 30 Off Rec, 4, Pavilion bldgs, Brighton

ADJUDICATIONS.

BLAIR, EDMUND, Carlisle, Licensed Victualler Carlisle Pet May 24 Ord May 24
BOOTHMAN, FRED, Wheatley, nr Doncaster, Draper Sheffield Pet May 23 Ord May 23
CRAWLEY, MARIA M, and EDITH H TULLETT, St Leonards on Sea, Boarding House Keepers Hastings Pet April 11 Ord May 23
COOMBER, ALFRED, sen, Streatham, Builder Wandsworth Pet May 16 Ord May 23
MASSEY, ALFRED, and WILLIAM JOHN MASSEY, Newport, Salop, Engineers Stafford Pet April 2 Ord May 22
MATTOCKS, EDWARD, Coventry, Pawnbroker Coventry Pet May 20 Ord May 24
MILLINGTON, JOHN, Lincoln, Watchmaker Lincoln Pet May 23 Ord May 23
MORRICE, GEORGE LEVER, Gresham st, Merchant High Court Pet March 7 Ord May 22
NICHOLLS, RICHARD JAMES, Devonport, Carpenter Plymouth Pet May 23 Ord May 23
ROBINSON, ARTHUR, Crewe, Forgeman Nantwich Pet May 22 Ord May 22
SIBLEY, RALPH, Gloucester Gloucester Pet Feb 27 Ord May 23
STEANES, JOHN, Wembley, Blacksmith St Alban's Pet April 26 Ord May 23
WILSON, JOHN WILLIAM, Bingley, Yorks, General Draper Bradford Pet April 22 Ord May 23
WOODLEY, ROBERT DEVIL, Liverpool, Tobacconist Liverpool Pet May 17 Ord May 23
YEADON, ELIZA ELLEN, Bournemouth, Lodging house Keeper Poole Pet May 23 Ord May 23

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Other appointments for intermediate Sales can also be arranged.

Thursday, June 6.	Thursday, July 25.
Monday, June 10.	Thursday, August 1.
Thursday, June 13.	Wednesday, August 7.
Monday, June 17.	Thursday, September 26
Thursday, June 20.	Thursday, October 10.
Thursday, June 27.	Monday, October 21.
Monday, July 1.	Thursday, November 7.
Wednesday, July 10.	Monday, November 18.
Thursday, July 11.	Thursday, December 5.
Thursday, July 18.	Thursday, December 12.
Wednesday, July 24.	

A List of forthcoming Sales by Auction is published in the advertisement columns of "The Times," "Standard," and "Morning Post" every Saturday.

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